

Neatoware

GENERAL TERMS AND CONDITIONS

Version 2026-07-25

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1. DEFINITIONS AND INTERPRETATION

In these Conditions, the Rate Schedule, and every Estimate, Order, Plan, Plan Schedule, Product and Services Agreement, contract, or other arrangement in connection with the supply of Goods or Services by Neatoware LLC, the following words have the following meanings (unless the contrary intention appears):

“After Hours” Means from 17:00 – 09:00 hours Monday to Friday, all day Saturday and Sunday, and recognized Public Holidays.

“Business Hours” means Monday to Friday from 09:00 to 17:00 hours, excluding Public Holidays.

“Client,” “You,” or “Your” means a person who seeks or obtains an Estimate for, or who orders, Goods or Services from Us, and includes both a person whose name is on the Order or on an email to which an order is attached, a person who places an order, and a person on whose behalf an Order is placed or on whose behalf it appears an Order is placed, and in any case each of their heirs, successors and assigns.

“Conditions” means these terms and conditions.

“Confidential Information” means any data or information, other than Trade Secrets, that is important to a party, competitively sensitive, and not generally known to the public, including (without limitation) sales records, profit and performance reports, pricing procedures, financing methods, strategic data, marketing and development plans, forecasts, customer data and lists, and the terms of any agreement between the parties. Confidential Information does not include information that (i) is or becomes generally known to the public other than by breach; (ii) is already known by the receiving party or independently developed without reference to the disclosing party’s information; (iii) is obtained from an independent source with a bona fide right to disclose it; (iv) is required to be disclosed by law or is requestable under open records or sunshine laws (except to the extent eligible for protective order treatment); or (v) is approved for unrestricted release by the disclosing party in writing.

“Estimate” means an estimate provided to You by Us.

“Goods” means any goods and/or services sourced by Us or provided by Us in connection with any such goods and/or services including computer hardware and Software and any goods or services provided in connection with any of those things.

“Managed Services” means the ongoing monitoring, management, support, security, backup, consulting, and related Services provided under a Plan, Plan Schedule, or Product and Services Agreement.

“Order” means any order requested by You to Us for Goods or Services in any form.

“Period” means a particular number of half-days, days, weeks, fortnights, months, or any other period, as may be agreed between Us and You as the period during which some Services will be provided.

“Plan” means any arrangement between Us and You (whether alone or in conjunction with any other person) for Services (including unlimited support or Managed Services) and/or the provision of Goods provided by Us under an arrangement in connection with Work agreed to be done or progressed for or on behalf of You or any other person at Your request, including as set out in a Plan Schedule.

“Plan Schedule” means the key terms applicable to Plans as set, and as may be varied by Us, from time to time in its absolute discretion without notice to You (subject to any specific Product and Services Agreement).

“Prepay Hours or Pre-Paid Blocks of Service” means prepaid blocks or allotments of personnel hours for Services as specified in a Plan, Rate Schedule, or Product and Services Agreement. Such hours are calculated in accordance with applicable minimum time periods and increments, are provided only during the applicable Period, do not roll over, are non-refundable if unused, and remain non-refundable even if the agreement ends early.

“Public Holidays” means any day which is a United States federal holiday as established by 5 U.S. Code § 6103.

“Rates” means the hourly rates and other charges for Services (including any call-out fees and any Return/Cancellation Fees) set out in the Rates Schedule, a Plan, Plan Schedule, Estimate, contract, or arrangement entered into by Us and You or in these Conditions, and includes any monies payable to Us on a quantum meruit basis for any work We have done.

“Rate Schedule” means the schedule of rates, charges and conditions for the services of Ours as set, and as may be varied, by Us from time to time in its absolute discretion without notice to You (subject to any fixed pricing in a specific Agreement).

“Reasonable Assistance Limits” has the meaning set out in the Computer Utility, Functionality, Fitness for Purpose, and Service Limitations section.

“Return/Cancellation Fee” means a fee charged pursuant to the Pricing and Rates section as set by Us from time to time.

“RMM Client” or “RMM Software” means Our remote monitoring and management software client, agents, and related tools that We may install on Your systems to enable monitoring, management, support, remote access, alerting, ticketing, and related functions.

“Service request” means a request for service such as adds, moves, changes and technical assistance.

“Services” means the provision of any services by Us including Work, advice and recommendations, and Managed Services.

“Software” includes software and any installation, update, associated software and any services provided in connection with any of these things.

“Software Products” means any software, source code, object code, scripts, listings, printouts, flowcharts, written algorithms, research materials, programming notes, programming aids, data specifications, test results, configurations, documentation, or related materials developed, customized, or created by Us.

“System” means Your information technology systems, network, servers, workstations, devices, software, and infrastructure as identified in any applicable Schedule or as otherwise agreed, including any additions or changes made during the Term.

“Trade Secret” means the whole or any portion or phase of any scientific or technical information, design, process, procedure, formula or improvement that is valuable and not generally known to competitors of the disclosing party.

“Us,” “Our,” “We,” or “Consultant”

Means Neatoware LLC, a Georgia, USA Limited Liability Company, and its heirs, successors and assigns.

“Work” means anything We may do, provide, customize, produce or acquire, whether or not in connection with, or for the purposes of, You or Your use or benefit, and includes testing, troubleshooting, installation and configuration of new equipment or software, consulting, scoping, planning, documenting, quoting for complex items, monitoring, management, support, and security services.

“Interpretation Rules” in these Conditions and every related document, unless the contrary intention appears: words denoting the singular include the plural and vice versa; reference to any gender includes every other gender; reference to a statute or regulation includes any amendment or substitution; headings are for convenience only; all references to dollars (\$) are to United States Dollars; a reference to time is to Eastern Time; a reference to a person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa; a reference to “includes” means includes without limitation; a reference to “will” imports a condition not a warranty; and references to bankruptcy or winding up include analogous procedures under applicable law.

2. APPLICATION OF THESE CONDITIONS

Unless otherwise agreed by Us in writing, these Conditions are deemed incorporated in and are applicable to (and to the extent of any inconsistency will prevail over the general terms of) every Estimate, Order, Plan, Plan Schedule, Product and Services Agreement, contract, or other arrangement in connection with the supply of Goods and/or Services by Us to You.

Specific Product and Services Agreements (together with their Schedules) shall control over these Conditions in the event of any direct conflict with respect to Term, Fees, specific Service scope, System description, or other specifically negotiated terms for that engagement.

The invalidity or unenforceability of any one or more of the provisions of these Conditions will not invalidate or render unenforceable the remaining provisions.

3. TERM AND COMMITMENT TERM

The term of any commitment for Services or Goods (the “Commitment Term” or “Effective Period”) is as outlined in the applicable Estimate, Plan, Plan Schedule, or Product and Services Agreement, beginning from the date specified therein (or the first of the next month after signing or approving the Estimate, if so stated).

If a Commitment Term is specified and no contrary provision appears in the applicable document, after expiry an extension of the Term will automatically commence for the same period as the original Commitment Term and will continue indefinitely, unless earlier terminated as specified in the Termination section. Where a Product and Services Agreement provides for renewal only by mutual written agreement, that provision controls. If no term is specified, the arrangement is month-to-month and terminable by either party on thirty (30) days’ written notice.

4. TERMINATION

Client Termination for Cause

This Agreement or any arrangement under these Conditions may be terminated by You upon ninety (90) days written notice if We:

- fail to fulfil in any material respect Our obligations under the applicable arrangement and do not cure such failure within thirty (30) days of receipt of such written notice;
- breach any material term or condition and fail to remedy such breach within thirty (30) days of receipt of such written notice; or
- terminate or suspend Our business operations, unless succeeded by a permitted assignee.

Client Termination for Convenience

You may terminate for convenience before the end of any Commitment Term or Effective Period upon thirty (30) days written notice by paying all of the remaining Fees and payments due through the end of such term or period.

Our Termination Rights

We may terminate upon ninety (90) days written notice to You, or immediately upon written notice if You (i) fail to make any payment when due and such failure continues for a period of

five (5) business days following written notice, or (ii) breach any other material provision of these Conditions or the applicable arrangement.

Transition Assistance

If either party terminates, We will assist You in the orderly termination of services, including timely transfer of the services to another designated provider. You agree to pay Us for rendering such assistance at Our then-current Rates.

Software Removal on Termination

On any termination, We and You shall uninstall all software licensed and installed by Us from Your equipment. You acknowledge that this may leave the System without adequate backups, updates, monitoring, or malware protection. We shall not be held responsible for any damages or consequences resulting from the removal of such software.

5. REPRESENTATIONS AND RELATIONSHIP OF THE PARTIES

You acknowledge that no employee or agent of Ours has any right to make any representation, warranty or promise in relation to the supply of Goods or Services other than subject to and as may be contained in these Conditions or a specific written Agreement.

We serve as an independent contractor. Nothing in these Conditions or any related arrangement creates a partnership, joint enterprise, joint venture, or employment relationship. You will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Us or Our personnel.

Each party represents that it has full right, power and authority to enter into and perform its obligations, that the execution and performance have been duly authorized, and that the arrangement constitutes a valid and binding obligation enforceable in accordance with its terms (subject to applicable bankruptcy and similar laws).

6. NOTICES

Any notices given under these Conditions shall be in writing and delivered by certified mail, postage prepaid, return receipt requested, to the addresses of record set forth below (or to such other address as a party may designate by written notice given in accordance with this section).

Neatoware LLC (Consultant)

280 Prospect Road
Colbert, Georgia 30628

Client

The address set forth in the applicable Product and Services Agreement (or such other address as the Client may designate by written notice given in accordance with this section).

Notices shall be deemed delivered upon actual receipt or three (3) business days after deposit in the U.S. mail, whichever occurs first. Either party may update its address of record by providing written notice to the other party in accordance with this section.

7. GOVERNING LAW

These Conditions shall be governed by and construed in accordance with the laws of the State of Georgia. The parties submit to the non-exclusive jurisdiction of the Superior Courts of Georgia (or other state or federal courts located in Georgia).

8. ASSIGNMENT

You may not assign Your rights or obligations under these Conditions or any related arrangement without Our prior written consent.

We may freely assign or transfer Our rights and obligations under these Conditions and any related arrangement, including in connection with a merger, acquisition, corporate reorganization, sale of all or substantially all of Our assets, or change of control, without Your consent. Any such assignee or successor shall be bound by and entitled to the benefits of these Conditions. You agree that a change in Our ownership or control shall not constitute grounds for termination or renegotiation of any arrangement.

9. VARIATION OF THESE TERMS AND CONDITIONS

We may at any time vary these Conditions by publishing the varied Conditions on Our website. By continuing to order Goods or Services or by continuing to use the Services after publication, You accept that We have provided You with sufficient notice of the variation. Specific Product and Services Agreements may be varied only in writing (and, if made by Us, with written notice of the nature and timing of the change; if no written objection and notice of withdrawal is received within five (5) days, the change becomes part of that Agreement).

10. QUOTES / ESTIMATES

Validity and Nature of Estimates

Estimates will only be valid for 7 days unless otherwise specified in the Estimate. An Estimate is merely an invitation to You to place an Order with Us and the acceptance of an Estimate by You will not create a binding contract between You and Us.

Expiry dates on estimates are set to inform Us when the estimate is still active or to be discarded. Once discarded the estimate will need to be requested again.

Confirmation of Price

Once an estimate has been confirmed by Us, then the prices in the estimate will be confirmed as the final agreed price. An estimate is confirmed as 'final' as soon as both parties agree with the final price after any last changes requested by You.

The price in the final estimate may vary from the original request if there are any price or product changes requested by You. We reserve the right to alter product and prices in the estimate, as long as the estimate has not been confirmed with You.

Changes and Fluctuations

Estimates shall be deemed to correctly interpret the original specifications and are based on the cost at the time the estimate is given. If You later require any changes to the estimates, and We agree to the changes, these changes will be charged at Our prevailing rate.

In the event that products in the Estimate are subjected to any price and supply fluctuations that are outside of Our control We reserve the right to update the price and product in the Estimate accordingly. If a product has undergone a price drop or a price increase, the Estimate will then be adjusted accordingly. If there is a product that is no longer available, the product will then be replaced or substituted based on Your request and is subject to Your final approval.

Prices on non-stocked products are subjected to Price and stock fluctuations and can only be confirmed once the Estimate is turned into an Order. While We endeavor to honor every price estimated, if there is a price increase that is beyond our control, We reserve the right to increase the price as necessary.

Other Estimate Terms

Once the Estimate has been confirmed and converted to an Order, the Order will be subjected to our normal Terms and Conditions of Sale.

The general minimum turnaround time for Estimate request to be actioned is usually 24 hours. In the event that an estimate is required urgently please let us know so that we can respond to it accordingly.

When a special price or discount offer has been applied to this Estimate, no other special promotion, discount or bonus offer will be applicable.

Once an Estimate has already passed the expired date, We may cancel the estimate without having to notify or receive an approval from You.

ETA information is based on an estimate given by our vendors and cannot be held as the actual promised date.

Freight charges will be added to the Order unless otherwise stated. Any included delivery charges are estimates only.

We do not keep inventory and as such only order items once we receive a completed order from a client. If You would like to return an item or cancel an order, a restocking fee may apply. We will need to get approval from the distributor that the stock is returnable before being able to issue a refund as not all products can be returned.

Prices are based upon total Estimate Purchase.

Unless Specified, all items on estimate are covered by manufacturer's warranty covering parts and labour for hardware only on a return to depot basis.

Varying or Withdrawing Estimates

We may vary or withdraw an Estimate at any time in Our absolute discretion and without prior notice to You. We may do so for any reason We consider fit, including, e.g. where the Goods or Services become unavailable or the cost price of Goods or Services increases after the date of the Estimate.

11. ORDERS

Placing and Approving Orders

You may place an Order for Goods and/or Services with Us. Normally, We will require that You provide either a completed Order form or You approve the estimate electronically via either an email or a web based system with the date and Your details.

You will need to sign the Order or have it duly executed on Your behalf, unless the Order is sent by email or via the web based ordering system, in which case the Order will be treated or deemed as if signed by or on behalf of You by the person whose name appears as the sender of the email or submitter of the form.

Reliance on Validity

Absent actual knowledge to the contrary, We may rely upon the apparent validity of an Order. If any Order is signed or sent by email or approved through the web based ordering system by a named person, that person warrants that the Order is, and it is acknowledged the Order is deemed in favor of Us to be:

- signed by, and duly authorized by, both the person who signed the Order and the person who sent the email; and
- duly authorized by the person on whose behalf the Order is placed or apparently placed.

Acceptance and Payment

An Order has no effect unless or until it is accepted by You in writing and, until We have received from You payment in clear funds for the Order and any related freight, delivery and (where applicable) in-transit insurance costs in clear funds.

We are not obliged to deliver any Order until we have received payment in clear funds from You for the Order, any related freight, delivery and (where applicable) in-transit insurance costs or where We are unwilling or unable to complete the Order for any reason provided it refunds any payment made by You in respect of the Order.

Credit Checks and Cancellation

For the purposes of ascertaining the credit standing or history of a prospective customer to whom We are considering extending credit or payment terms, You hereby consents to Us undertaking a credit reference check in respect to You.

You will not cancel an Order unless We agree to do so in writing in Our absolute discretion. You acknowledge that, amongst other things, We cannot cancel an Order once the manufacturer or supplier has dispatched the relevant Goods and that such dispatch often occurs the same day as the Order is placed by Us.

Processes and Procedures

We have processes and procedures that We follow in the course of the provision of Our Services and the supply of Goods. You agree to cooperate with Us and to comply with such processes and procedures as advised to You from time to time.

12. PRICING AND RATES

Taxes and Applicable Rates

All rates and amounts charged or estimated for Goods and/or Services by Us are exclusive of Tax and any other applicable taxes or government charges (unless otherwise stated in writing by Us).

You must pay for Goods and Services at the Rates set out in any applicable Plan, Rate Schedule, or Product and Services Agreement as applicable from time to time.

Variation of Rates

We reserve the right to vary any Rate and/or the Rate Schedule from time to time (subject to any fixed pricing for specific periods in any Plan or Agreement), in Our absolute discretion and without notice to You (except as may be required in a specific Agreement).

Where there is any increase in underlying costs incurred by Us in connection with the supply of Goods or Services, We may vary any of Our Rates.

Call-Out Fees, Return Fees and Expenses

Call-out fees may be charged in addition to the Rates at Our absolute discretion. The amount of any call-out fee will be determined by Us based on the location and nature of the Services.

Where We arrange a return or refund on Your behalf, or where an Order is cancelled by You after acceptance by Us, We may charge a Return/Cancellation Fee to cover Our administrative costs, restocking fees, and any related expenses. We may deduct such fee from any amounts otherwise due to be refunded to You.

You must pay all out-of-pocket expenses incurred by Us in providing the Services, including but not limited to flights, car hire, fuel, insurance, taxi, accommodation, meals, tolls, parking, postage, shipping, and any other reasonable expenses. Vehicle travel will be billed at the then-current IRS standard mileage rate. Expenses may be billed at actual cost plus ten percent (10%). We will use reasonable efforts to obtain prior written authorization for significant expenses when practicable, but prior authorization is not required in urgent or after-hours situations. You may request advance approval for any single expense exceeding \$3,000, provided such request does not unreasonably delay performance of the Services. All expenses are due upon written demand and are non-refundable.

Calculation of Charges

We may charge for Goods separately from Services or together.

Where a charge is calculated based on increments of time (e.g., 1 hour or 30 minutes or quarter-hour), We will charge the applicable rate for the whole increment even if work is done during only part of that increment.

Prepay Hours

Where You agree to buy Prepay Hours or Pre-Paid Blocks of Service during a Period, payment must be made in advance at the applicable rate (less any agreed discount). Services included are calculated in accordance with applicable minimum time periods and increments and are provided only during the applicable Period. Unused hours or blocks cannot be rolled over and We are not liable to refund, reimburse, pay damages, or otherwise compensate or indemnify You in respect of unused amounts.

13. SERVICES AND PLANS

We offer the Services and Plans referred to in the Rates Schedule and any Plan Schedule or Product and Services Agreement. We may withdraw the provision of, or vary the scope or terms of, or add to or change, the Services without notice to You from time to time in Our absolute discretion (subject to any specific Agreement).

Managed Services may include (when contracted via Plan or Schedule) Virtual CIO / strategic consulting, disaster recovery planning, information technology security services (including layered “Defense in Depth” controls such as antivirus, antimalware, authentication, encryption, firewalls, intrusion detection/protection, vulnerability scanning, logging, multi-factor authentication, and related measures), network equipment monitoring/management/support, server monitoring/management/support, server backup monitoring/management/support, workstation monitoring/management/support, end-user support, and related Work.

14. CONTRACTING

We may subcontract any or all of the Services to be performed, but shall retain prime responsibility for the Services under these Conditions.

15. DELIVERY, TITLE AND RISK

We will use all reasonable endeavors to dispatch Goods by the due date, but do not accept any liability for non-delivery or failure to deliver on time where this is caused by circumstances beyond the reasonable control of Ours.

You must be available to accept the Goods at Your nominated delivery address during Business Hours unless otherwise arranged.

Delivery is deemed to take place when the Goods are delivered to Your nominated address, whereupon risks of loss, breakage and all damage and all other risks pass to You. Nothing in this section will affect title to the Goods.

You will ensure that Goods are adequately insured from the time of delivery.

Until We receive full payment in cleared funds for any moneys due to Us by You on any account or for any reason:

- title to, and property in, Goods supplied to You remain vested in Us and does not pass to You;
- You must hold those Goods as fiduciary bailee and agent for Us and must not sell them;
- You must keep those Goods separate from other goods and maintain the Goods and their labelling and packaging intact;
- Where You sell the goods in breach of these Conditions, You are required to hold the proceeds of any sale of those Goods on trust for Us in a separate account;
- We may, without prior notice, enter into any premises where We suspect those Goods may be, take possession of those Goods and sever and remove those Goods, and You hereby irrevocably authorize Us to do so and indemnify Us from related claims;
- You irrevocably appoint Us as Your attorney to do anything We consider necessary in order to enter such premises and repossess the Goods.

16. RETURNS AND CLAIMS FOR GOODS AND SERVICES

You acknowledge that We supply Goods subject to all applicable conditions, including returns and claims policies, of any relevant manufacturer or supplier. You will accept Goods subject always to these Conditions and the terms of such conditions and will indemnify and hold Us harmless in respect of any further or other obligation or any failure or default on the part of that manufacturer or supplier.

Where Goods have some element of customization for You, are supplied pursuant to an Order that is special or unusual, obtained from overseas, obtained from a supplier who is no longer trading, or are otherwise not readily returnable, You may not return the Goods to Us or cancel the related services.

You will inspect all Goods immediately upon their delivery. Within 3 days of such delivery You may give written notice to Us of any matter or thing by reason of which You might wish to return the Goods, ask for a refund, or make a claim. If no such notice is given on time, You will accept the Goods without any such return, refund or claim.

Where You are entitled to return Goods under these Conditions, You must return the Goods in their original condition and unopened, provided always that where, upon opening the packaging it becomes apparent that the Goods are different to what is described on the packaging or that the Goods are faulty, the Goods may be returned.

You will pay all costs and expenses incurred by Us in arranging the return of the Goods to a manufacturer or supplier and/or the cancellation of any related services unless that manufacturer or supplier pays such costs.

You will indemnify and hold Us harmless in respect of all allegations and claims in respect of Goods once such Goods have been used, installed, customized or re-sold by You.

17. COMPUTER UTILITY, FUNCTIONALITY, FITNESS FOR PURPOSE, AND SERVICE LIMITATIONS

Nature of Computing Services

You acknowledge that a reasonable incident of the Services may involve trial and error and that it is a science applied often in novel or unknown circumstances and involving experiment. In particular, the Services may involve tests, troubleshooting, advice and recommendations that may prove incorrect or inappropriate. While We will make what We consider (in Our absolute discretion) to be all reasonable endeavors to provide appropriate tests, troubleshooting, sound advice and good recommendations, You will always indemnify and hold Us harmless in the provision of Our Services to You.

Reasonable Assistance Limits

We are only obliged to provide what We consider, in Our absolute discretion, to be reasonable assistance in the circumstances (including with the installation and customization of new software or hardware or any other Work) under any Plan. You will pay for additional work at the Rates unless otherwise agreed. Normally, reasonable assistance is limited to work done during Business Hours over a period of time not exceeding any period that We have allowed or estimated for the Work.

Recommendations, Suitability and Fitness

We may recommend that You purchase Goods provided by third parties. Recommendations may be made where You have made known a purpose or function. You acknowledge that We have no control over many factors involved with the suitability, function, fitness for purpose, compatibility, or security of Goods or the System. Goods or Services may fail to meet expectations, may not be fit for the purposes sought, may not function properly, and may not be secure. customization to achieve fitness for particular purposes may itself be a substantial project.

Accordingly, You accept sole responsibility for, and indemnify and hold Us harmless in respect of: decisions whether or not to follow recommendations; decisions whether or not to purchase or customize Goods or obtain Services; and any failure or defect in suitability, function, fitness for purpose, or security of any Goods and/or Services (including a responsibility to obtain Your own independent advice).

Where We provide Services with a view to achieving Your purposes, suitability, function or fitness for purpose, You must pay for those Services on time without set-off or counter-claim, whether or not We achieve those outcomes, provided We have acted in good faith and made all reasonable endeavors.

Testing Procedures

You will follow Our instructions with regard to testing or troubleshooting. If those do not resolve the problems, We will allocate such resources as We consider reasonable.

System Availability

The System may become unavailable due to scheduled or unscheduled maintenance, technical failure of hardware/software/firmware/telecommunications, malware or hacking, unavailability or interruption of Internet access, or other factors. These limitations apply regardless of whether We determine the System is “secure,” whether You implement modifications We suggest, or otherwise.

Security Responsibility

You remain solely responsible for the overall security of Your System and for any decisions regarding remediation of security incidents. Our role is limited to the specific Services contracted.

18. FORCE MAJEURE

If We are unable to supply any Goods or Services due to circumstances beyond Our reasonable control, We may cancel the Order (even if already accepted) or cease to provide the Services by written notice to You, in which case You will hold Us harmless.

We will not be liable for any breach of contract due to any matter or thing beyond Our control, including but not limited to: failures by third parties to supply goods, services or transport; stoppages; transport breakdown; fire; flood; earthquake; acts of God; strikes; lock-outs; work stoppages; wars; riots or civil commotion; intervention of public authority; explosion; accident; pandemic; malware or hacking; technical failure of hardware, software, firmware or telecommunications infrastructure; failure of the Client to perform the Duties of the Client; and other similar occurrences. Obligations and rights are extended on a day-to-day basis for the duration of the excusable delay (but generally not more than 30 days unless the parties agree otherwise). Payment obligations are not excused.

19. PRODUCT SPECIFICATIONS

We make every effort to supply the Goods in accordance with the Order however We may supply alternate Goods subject to minor variations in actual dimensions and specifications where these are changed by the manufacturer of the Goods after the Order date and before delivery.

If We cannot supply the Goods ordered by You, We may supply alternate Goods of equal or superior quality provided however that You will not pay a higher price than the price Estimated or otherwise agreed for the Goods ordered.

20. WARRANTIES

You will rely on the warranties provided by the manufacturer of Goods supplied by Us (where applicable) and will deal directly with such manufacturer rather than Us for all claims covered by such warranties. We will provide reasonable communication and collaboration to help facilitate third-party manufacturer warranty claims.

You indemnify and hold Us harmless in respect of the performance or otherwise by any manufacturer of Goods supplied to You by Us of any of the obligations of such manufacturer, including any damages or moneys due arising under or in connection with any breach by the manufacturer of any manufacturer's warranties.

You shall indemnify, defend, and hold Us harmless from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) to the extent arising out of or resulting from: (a) Your use of the Goods or Services; (b) Your breach of these Conditions or any related Agreement; (c) any third-party claim arising from Your data, systems, content, or instructions; or (d) Your failure to maintain adequate backups, security measures, or system controls. This indemnification obligation shall not apply to the extent a claim arises from Our fraud, willful misconduct, or gross negligence.

The Services will be performed, findings obtained, and recommendations prepared in accordance with generally and currently accepted information technology management consulting principles and practices using the state of the art as practiced by Us. Except as specifically set forth in these Conditions or a specific Agreement, We hereby disclaim all representations and warranties of merchantability, fitness for a particular purpose, and noninfringement. We do not warrant uninterrupted or error-free operation or provision of the System or Services, that the System will be free from interruption, that the System will be secure from unauthorized access, that the Services will detect every security or other vulnerability of the System, or that the results generated by the Services will be error-free, accurate or complete.

Any response times or service levels described in a Plan, Rate Schedule, or Product and Services Agreement are targets only and do not constitute guarantees or warranties. Failure to meet a target shall not constitute a material breach or give rise to any credit, refund, or damages beyond those available under these Conditions.

21. LIABILITY

Exclusion of Warranties

Except as specifically set out herein and to the maximum extent permitted by law, any term, condition or warranty in respect of the quality, fitness for purpose, condition, description, assembly, manufacture, design, performance, security, continuity, or results of the Goods or Services, whether implied by statute, common law, trade usage, custom or otherwise, is hereby expressly excluded.

No Liability for Data or Program Loss

You indemnify and hold Us harmless in respect of any allegation, claim, loss or expense of Yours or any third party for any program or data loss or damage suffered by You or that third party arising directly or indirectly from the supply of the Goods or Services by Us to You. You acknowledge You are solely responsible for backing up Your programs and data (and for maintaining independent disaster-recovery capabilities) in order to mitigate Your own potential loss.

No Consequential Damages

You indemnify and hold Us harmless in respect of any allegation or claim as to any indirect, incidental, special, consequential, punitive or exemplary losses or expenses suffered by You or any third party, howsoever caused, including but not limited to loss of turnover, profits, business, goodwill, data, opportunity, or any liability to You or any third party.

Limit on Damage from Failure in Supply

You indemnify and hold Us harmless for any allegation or claim for loss or damage by You or a third party where We have failed to meet any delivery date or cancel or suspend the supply of Goods or Services.

General Limitation of Liability

Except as otherwise expressly stated and to the maximum extent permitted by law, We are not liable for any loss or damage of any kind however caused (including, but not limited to, by the negligence of Us) which is suffered or incurred by You in connection with: Goods or Services provided to You or any Work; these Conditions; Your use of Our website or any linked website; the non-availability of Goods or Our Services for any reason; any act or omission of Ours or the provision of inaccurate, incomplete or incorrect information by You; recommendations made by Us; security incidents, malware, ransomware, or unauthorized access; or for any other reason whatsoever.

Aggregate Liability Cap

To the maximum extent permitted by law, Our total aggregate liability arising out of or related to these Conditions or any Goods or Services, whether in contract, tort (including negligence), or otherwise, shall not exceed the total Fees paid by You to Us under the applicable Order, Plan, or Agreement for the specific Goods or Services giving rise to the claim during the twelve (12) months immediately preceding the event giving rise to the claim.

Statutory Limitation Options

To the extent that any legislation implies a condition or warranty that cannot be excluded but can be limited, Our liability for any breach is limited to Our doing any one or more of the following at Our election: replacing the Goods or supplying equivalent Goods, Services or Work; repairing the Goods or the Work; paying the cost of replacing the Goods or the Work or acquiring equivalent Goods, Services or Work; or paying the cost of having the Goods or the Work repaired.

Non-Excludable Liability

Nothing in these Conditions is to be interpreted as excluding, restricting or modifying the application of any State or Federal legislation applicable to the supply of the Goods or Services

which cannot be excluded, restricted or modified. Nothing excludes liability for fraud, willful misconduct, or gross negligence to the extent such exclusion is not permitted by applicable law.

Severance

If any provision contained in the Conditions is unlawful, invalid or unenforceable, those provisions may be severed without prejudice to the validity and enforceability of the remaining provisions.

22. ERRORS AND OMISSIONS

We make every effort to ensure that all prices and descriptions estimated are correct and accurate. In the case of an error or omission, We may rescind the affected contract by written notice to You, notwithstanding that We have already accepted Your Order and/or received payment from You. Our liability in that event will be limited to the return of any money You have paid in respect of the Order.

23. PRIVACY STATEMENTS AND YOUR RIGHTS

We are collecting Your personal information for the fulfilment of Estimates, Orders and the provision of Goods or Services to you and it may retain and use it for any such purposes ("Authorized Purposes").

You are required to provide your personal information to Us for Authorized Purposes.

We may disclose Your personal information to other persons for the purposes of the fulfilment of Estimates, Orders and Work for you or in order to provide Goods or Services to You, to verify the information You provide, for enquiries about Goods or Services that may be suitable for your purposes, or to confirm Your requirements, to anyone proposing to supply Goods or Services to You, or to acquire Goods or Services on Your behalf, or in respect of enquiries relating to any of the foregoing.

Otherwise We will not disclose Your personal information without Your consent unless authorized by law.

Your personal information will be held by Us at Our Principal Place of Business and You can contact Us to request to access or correct it.

We rely on You to submit correct information and details where requested. You accept that You may incur additional expenses if you submit incorrect information.

24. OUR WEBSITE

We make no representations or warranties in relation to information available on Our website, including without limitation:

- that the information on Our website is complete or correct;
- that Our website will be continuously available or free from any delay in operation or transmission, virus, communications failure, internet access difficulties or malfunction in hardware or software; and
- that We endorse any internet site linked to Our website or any third party products or services referred to on Our website.

25. INSURANCE COVERAGE

Nothing contained in these Conditions or any related arrangement shall be construed to require Us to procure or maintain any specific insurance coverage. We shall be under no obligation to procure any additional insurance related to or as a result of these Conditions or in furtherance of any obligations hereunder. Notwithstanding the foregoing, We agree to name You as an additional insured on Our applicable policies when allowed by Georgia law and to provide certificates of insurance upon request.

You are solely responsible for obtaining and maintaining any insurance coverage You deem necessary or appropriate to protect Yourself against any loss, damage, or liability that may arise in connection with these Conditions or any related arrangement. We strongly recommend that You consult with Your own insurance advisor regarding appropriate coverage.

26. LODGING OF SERVICE REQUESTS

In order for Us to provide You with the agreed Service, You agree to follow Our process for lodging of Service Requests as outlined below.

SERVICE REQUEST LODGEMENT PROCESS

When you contact us to lodge a service request the methods below must be used:

- Phone: +1 (404) 328-7771
- Email: support@neatoware.com
- RMM Client: right-click on the Neatoware RMM client in your system tray and select "Open a Support Ticket"

Include a short description of the problem and any screenshots of errors to assist in the resolution of the issue.

If the issue is being lodged by either phone or external email you must include your name, company and return contact details.

SERVICE REQUESTS OUTSIDE OF OUR BUSINESS HOURS

Service Requests that must be addressed outside of business hours must be lodged by phone (charges apply for after-hours work). If not, the Service Request will be viewed on Our next Business Day.

27. ACCESS TO SYSTEMS, SITES AND PEOPLE; RMM AUTHORIZATION

In order to provide You with the agreed Service, You agree to give Us timely access to various items of Yours including but not limited to equipment, people, sites, facilities, credentials, and administrative rights as and when required. You will provide adequate and suitable facilities and space for Our personnel to work on the System at Your facilities. We agree to execute releases required by law for access to Your facilities.

As a material condition of receiving Services (including any Managed Services), You hereby irrevocably authorize, consent to, and shall allow Us to install, configure, update, maintain, and operate on all devices and systems under Your control or comprising the System: Our RMM Client and agents; remote access and control software; monitoring and management tools; antivirus, antimalware, and security software; backup software; and any other software or tools We deem necessary or desirable to perform Our obligations or provide the Services. This software allows Us to view system statuses, send monitoring information, see users' desktops, remotely control devices, deploy updates and patches, collect performance and health data, open support tickets, and perform related functions. Devices may be required to remain powered on and connected to the network/internet overnight, on weekends, or continuously. You shall not remove, disable, interfere with, or attempt to circumvent any such software without Our prior written consent. You shall provide and maintain necessary administrative credentials and rights, and shall execute any additional releases or consents required by law or third parties. Failure to allow, maintain, or cooperate with such software may result in suspension of Services or termination of the arrangement. This authorization continues for the Term and any orderly wind-down period.

Client's installation (or authorization of the installation) of the Neatware RMM client on any device, together with Neatware's acceptance of that device for monitoring, shall constitute the parties' mutual written consent to add such device to the System, subject to the applicable Fees.

Failure to allow, maintain, or cooperate with the RMM Client or related software, or interference with monitoring, may result in immediate suspension of Services, termination, and/or additional charges at then-current Rates for any manual work required as a result.

You are responsible for maintaining the physical security, power, cooling, environmental conditions, and Internet connectivity of the System and for providing Us with accurate and complete information about the System.

28. THIRD PARTY AUTHORIZATIONS

At times We may need to contact Your third-party providers on Your behalf (such as Your internet provider). Some of these providers may require Your authorization for Us to deal on Your behalf. It is Your responsibility to ensure that We are able to deal freely with these providers.

29. PAYMENT, LATE PAYMENT AND DEFAULT

All invoices issued to You are due and payable to Us within the terms stated on the invoice (or, if not stated, Net 15 days) by the methods set out in the invoice or Agreement. You agree to accept invoices by email.

Where You fail to pay an invoice within seven (7) days of the due date (or such shorter period as may be stated), We may, in Our absolute discretion and without prior notice, suspend or discontinue the supply of Goods and/or Services to You.

All legal and other costs and expenses incurred in connection with the recovery of late payments will be added to the amount due and recoverable from You. If You default in payment of any invoice on time, monies which would have become due at a later date shall be immediately due and payable without further notice. Collectively these monies are a "Sum Due".

If payment of any Sum Due is not made on time, We will charge interest on the Sum Due at the rate of 1.5% per month (or the maximum rate allowed by law, if lower), calculated on the amount owed from the date it became due until paid in full (consistent with O.C.G.A. § 7-4-16).

Payments of the Sum Due will be applied first toward costs (including legal costs), charges, expenses or outgoings; second toward interest; and third toward Your debts in order from longest standing to most recent.

We may require You to provide security over Your property (including the Goods) as collateral for any Sum Due or as a condition precedent to continued supply.

In the event of a repayment arrangement, if a repayment is not made on time We may again suspend or discontinue supply without prior notice.

You hereby irrevocably appoint Us as Your attorney to do anything We consider fit for the recovery of the Sum Due or the creation, perfection or enforcement of any collateral held or to be held as security for any Sum Due.

We may exercise any of Our rights and remedies including taking legal action for the recovery of any monies due, notwithstanding that We may have exercised other rights.

Non-Sufficient Funds

You will be charged a service charge of \$30.00 or five percent (5%) of the face amount of any check, draft or order (whichever is greater), plus any bank fees charged to Us, for each instrument returned for insufficient funds. Such charges are immediately due. Two (2) returned checks in any 12-month period may be considered just cause for termination. We reserve the right to demand future payments by cashier's check, money order or certified funds.

30. NON-SOLICITATION OF CLIENTS AND EMPLOYEES

You agree that Our employees and contractors are valuable assets. During the course of engagement and for a period of twelve (12) months (or the maximum amount permissible by a Court) thereafter, You agree not to hire or engage, directly or indirectly, any person who, at any time during the twelve (12) months immediately preceding such hiring or engagement, was an employee or contractor of Ours employed or engaged to perform services similar to the services for any customer of Ours, without Our prior written consent.

You agree that Our damages resulting from breach of this clause would be impracticable and extremely difficult to ascertain. Therefore, in the event You violate this provision, You agree to immediately pay Us as liquidated damages an amount equal to one hundred percent (100%) of the employee's or contractor's total annual compensation (or such lesser amount as a Court determines is a reasonable pre-estimate of Our costs to identify, recruit, hire and train suitable replacements). The amount is not intended as a penalty. We shall also have the option to terminate the arrangement without further notice or liability to You.

31. SOFTWARE

All Software licenses are the responsibility of You and not that of Us. It is Your duty to store all licenses for all Software used so that they can be reproduced if and when required. This includes all Software installed by Us. You indemnify and hold Us harmless against any claim, allegation, loss, damage or expense arising directly or indirectly from: any unauthorized Software use by You; any breach of any Software license in respect of Software provided to Us by You to be installed; otherwise as a result of Us installing Software where You are not authorized to use it; and any problem, defect or malfunction associated with any Software (or related services) supplied by third parties.

Any Software Products developed, customized or created by Us in the course of providing Services are and shall remain Our exclusive property. Software Products shall not be deemed "work made for hire" under United States copyright laws. Accordingly, We own exclusively all copyright and other intellectual property rights in the Software Products. You do not claim or have any ownership rights in them. If any court of competent jurisdiction determines that any Software Products are a work made for hire (contrary to the express intention of the parties), then these Conditions shall operate as an irrevocable assignment by You to Us in perpetuity of all copyright and related rights in such Software Products. Upon Our written request, You shall execute such additional instruments as may be necessary to effect a complete assignment. You receive only a limited, non-exclusive, non-transferable license to use the Software Products during the Term solely as necessary for Your internal receipt of the Services, and shall not copy, modify, reverse engineer, sublicense, transfer or permit any third party to use them except as expressly authorized by Us in writing.

32. COPYRIGHT AND CONFIDENTIALITY

You warrant that any confidential or copyright information or intellectual property provided by You to Us belongs to You. In the event of any breach of this warranty, You will pay all sums due to Us as if such warranty had not been breached, and You indemnify and hold Us harmless in respect of any allegations, claims, loss, costs or expenses in connection with such breach.

All copyright and other intellectual property rights in any Work created, commissioned or acquired by Us in the course of the supply of Services by Us to You will be the exclusive property of Ours unless otherwise agreed in writing by Us and You.

We acknowledge that in the course of providing Services We may learn from You certain non-public personal and otherwise confidential information relating to You, including Your customers, consumers or employees. We shall regard any and all information We receive which in any way relates or pertains to You, including Your customers, consumers or employees, as confidential. During Our engagement and for so long afterwards as the information remains a Trade Secret, We shall not use, disclose or permit any person to obtain any Trade Secrets except as specifically authorized by You. During Our engagement and for so long (up to a maximum of two (2) years) afterwards as the information remains competitively sensitive, We shall not use, disclose or permit any person to obtain any Confidential Information except as specifically authorized by You (subject to the exceptions in the definition of Confidential Information, including open-records/sunshine-law requirements).

You also acknowledge that all information and services, consulting techniques, proposals and documents disclosed by Us or which comes to Our attention during the course of business and provided under these Conditions constitute valuable assets of, and confidential and/or proprietary information to, Us. Both parties shall take all commercially reasonable steps not to disclose, reveal, copy, sell, transfer, assign or distribute any part of such information in any form to any person or entity, or permit any of its employees, agents or representatives to do so, except as permitted in writing by the disclosing party or as required by applicable law. Except as otherwise set forth herein and unless required by law or compelled by a court of competent jurisdiction, neither party shall disclose to a third party the terms or conditions of any arrangement under these Conditions without the prior written consent of the other party.

33. TAXES

You shall be responsible for and shall pay any taxes arising in any jurisdiction, including without limitation sales, use, excise, gross receipts, value added, access, bypass, franchise, telecommunications, consumption or other taxes, fees, duties, charges or surcharges imposed on or based on the provision, sale or use of the Services (including taxes or surcharges imposed directly on Us). If You believe You or the Services are exempt, You will provide Us with a properly executed exemption certificate. In no case shall You be responsible for any income taxes levied upon Our net income. Obligations under this section survive expiration or termination.

34. SOFTWARE UPDATES

Managing the System may include applying appropriate firmware and software updates to the System in a reasonable amount of time. We shall determine what updates are appropriate and what constitutes a reasonable amount of time. If You request updates that We consider inappropriate, or wish to have updates applied before We deem them safe, or if You perform or allow any entity other than Us to update or manage the System, We are not responsible for the consequences of such actions.

35. REMOVAL OF SOFTWARE

Upon any termination of an arrangement under these Conditions, We and You shall uninstall all software licensed and installed by Us from all of Your equipment. You acknowledge that this may leave the System without adequate backups, updates, monitoring and malware protection. We shall not be held responsible for any damages or consequences resulting from the removal of such software.

36. REMEDIES AND ATTORNEYS' FEES

No remedy granted to Us by virtue of these Conditions shall be exclusive of any other legal or equitable remedy existing by law or statute. In the event any legal action or other proceeding is brought for the enforcement of these Conditions (including non-payment of invoices) or because of an alleged dispute, breach or default, We shall be entitled to recover reasonable attorneys' fees in that action or proceeding, in addition to any other relief to which We may be entitled, from You.

37. ENTIRE AGREEMENT, SEVERABILITY, WAIVER, COUNTERPARTS AND ELECTRONIC FORM

These Conditions (together with any applicable Estimate, Order, Plan, Plan Schedule, Product and Services Agreement and Schedules) constitute the entire agreement and understanding between the parties and supersede any and all other agreements between the parties. No representation or promise, either oral or written, has been made except as specifically set forth herein.

If any provision is held invalid or unenforceable, the remaining provisions continue in full force; if a court finds a provision invalid but that by limiting it the provision would become valid and enforceable, then it shall be deemed written, construed and enforced as so limited.

The failure of either party to enforce any provision shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision.

These Conditions may be executed in multiple counterparts (each of which is an original and all of which together constitute one instrument) and may be maintained in electronic form; a print-out of an electronic form will be deemed an original for all purposes.

38. SURVIVAL

The following provisions shall survive any termination or expiration of these Conditions or any related arrangement:

- Liability (Section 21) and all related limitations and exclusions
- All indemnification obligations
- Confidentiality and Trade Secrets (Section 32)
- Non-Solicitation of Clients and Employees (Section 30)
- Software and Software Products ownership, license restrictions, and related provisions (Section 31)
- Payment, Late Payment and Default (Section 29)
- Insurance Coverage (Section 25)
- Remedies and Attorneys' Fees (Section 36)
- Any other provisions that by their nature are intended to survive termination