

COVERED DEVICE ADMINISTRATION POLICY

Version 2026-08-16

This Policy forms part of each Agreement that incorporates it and governs how devices are added to, replaced within, reconciled against, and removed from the System. Capitalized terms have the meanings assigned in the applicable Agreement or General Terms and Conditions.

1. AUTHORIZED DEVICE CHANGES

Only a Client representative designated in Schedule B, a custom Schedule B, or otherwise designated by Client in writing may authorize the addition, removal, replacement, or reclassification of a Covered Device. Authorization may be provided through a signed writing, email, approved Service Request, or other documented electronic communication.

2. ADDITION OF COVERED DEVICES

A device becomes a Covered Device subject to recurring Fees only when:

1. A designated Client representative authorizes its addition; and
2. Neatoware accepts the device for management.

Installation of an RMM agent, backup agent, security agent, diagnostic tool, or other Neatoware software does not, by itself, authorize the addition of a Covered Device or create a recurring charge. Unless otherwise agreed in writing, recurring Fees for an added device begin on the first day of the calendar month following Neatoware's acceptance. No partial-month recurring Fee is charged for the month in which the device is added.

3. TEMPORARY AND DIAGNOSTIC INSTALLATIONS

A device on which Neatoware software is installed solely for discovery, evaluation, imaging, migration, testing, temporary troubleshooting, or diagnostic purposes is not a Covered Device and does not incur a recurring Fee unless it is later authorized and accepted under Section 2.

4. REPLACEMENT DEVICES

A device that permanently replaces an existing Covered Device is not treated as an additional billable device when:

1. It is substantially the same device type and receives substantially the same Services;
2. Client identifies it as a replacement; and
3. The replaced device is removed from production or management within thirty (30) days.

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During a migration period of up to thirty (30) days, both devices may appear in Neatoware's systems without an additional recurring charge. If both remain in production or continue receiving Services after that period, Neatoware may classify them as separate Covered Devices after providing written notice identifying the additional recurring Fee and billing-effective date.

5. DUPLICATE AGENTS AND CLONED DEVICES

Duplicate agent records, reinstalled agents, stale records, and records created through disk imaging or cloning do not constitute additional Covered Devices when they relate to the same physical or virtual device. A cloned or imaged system placed into service as a separate device may be added as a separate Covered Device under Section 2.

6. INVENTORY RECONCILIATION

Neatoware will provide or make available an inventory of Covered Devices at least annually. The parties will reasonably cooperate to reconcile added or retired devices, replacements, duplicate or stale agent records, classification changes, and other material inventory or billing discrepancies. Billing adjustments resulting from reconciliation take effect prospectively unless the discrepancy resulted from an identifiable billing, inventory, or administrative error. If a discrepancy results from an identifiable billing, inventory, or administrative error, the parties will make a reasonable corrective adjustment for the affected period.

7. REMOVAL OF COVERED DEVICES

A Covered Device may be removed upon written request from a designated Client representative and Neatoware's confirmation that the device has been retired, replaced, transferred outside the scope of the Services, or otherwise removed from management. Unless otherwise agreed in writing, recurring Fees cease at the end of the calendar month in which Neatoware confirms removal. No partial-month refund or credit is provided. Any reduction in recurring Fees resulting from removal remains subject to any applicable minimum recurring Fee, minimum purchase commitment, or other pricing commitment under the Agreement.

A device that is temporarily offline, inaccessible, unused, stored, awaiting repair, or otherwise unavailable remains a Covered Device and remains billable until Client requests removal and Neatoware confirms that applicable monitoring, management, licensing, backup, security, and support Services have been discontinued.

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8. EFFECT OF REMOVAL

Removal may leave a device without monitoring, patching, backup, endpoint protection, remote support, licensing, or other Services. Neatoware is not responsible for consequences arising after removal, except to the extent caused by Neatoware's failure to perform the agreed removal activity.

END OF COVERED DEVICE ADMINISTRATION POLICY