

Neatoware

GENERAL TERMS AND CONDITIONS

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GENERAL TERMS AND CONDITIONS

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GENERAL TERMS AND CONDITIONS

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 all times outside Business Hours.

“Agreement” means these Conditions together with each applicable Product and Services Agreement, Data Processing Addendum, Public-Sector Rider, Shared Responsibility Matrix, Covered Device Administration Policy, Rate Schedule, Managed Services Pricing schedule, Estimate, Order, Plan, Plan Schedule, Schedule, Exhibit, Statement of Work, contract, other governing document, and signed amendment governing the applicable Goods or Services.

“Business Hours” means Monday to Friday from 9:00 a.m. to 5:00 p.m., excluding Public Holidays.

“Client,” “You,” or “Your” means the person or entity identified as the client in the applicable Agreement, Estimate, or accepted Order, together with its permitted successors and assigns. Client representatives may bind Client only to the extent they possess actual or apparent authority under applicable law.

“Client Data” means data, records, communications, content, logs, files, and other information owned or controlled by Client, provided by or on behalf of Client, or stored, transmitted, or maintained through the System.

“Client Materials” means software, credentials, configurations, documentation, branding, policies, procedures, instructions, and other materials supplied, approved, or made available by or on behalf of Client.

“Client-Owned Software” means software, subscriptions, licenses, accounts, and related services purchased, licensed, or obtained directly by Client or otherwise owned or controlled by Client independently of Neatoware.

“Conditions” means these terms and conditions.

“Confidential Information” has the meaning set forth in Section 33.

“Covered Devices” means devices included in the System and accepted by Neatoware for management under the applicable Schedule.

“Criminal Justice Information” or “CJI” means information defined as CJI under the FBI CJIS Security Policy, applicable Georgia law, and applicable Georgia Crime

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Information Center requirements, including criminal history record information and other information related to the administration of criminal justice.

“Custom Deliverables” means scripts, configurations, reports, diagrams, documentation, procedures, plans, or other materials created specifically for Client and separately identified as deliverables under an approved Estimate, Order, project, or Statement of Work.

“Data Processing Addendum” or “DPA” means the Neatoware Data Processing Addendum incorporated into or applicable to the Agreement.

“Decision Authority” has the meaning assigned in the applicable Shared Responsibility Matrix or, if no such Matrix applies, means final authority to approve the applicable material business, legal, regulatory, operational, restoration, shutdown, remediation, or risk-acceptance decision.

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

“Fees” means the recurring and nonrecurring fees and charges payable for Goods or Services under the Agreement, excluding taxes and reimbursable expenses unless the context expressly provides otherwise.

“Goods” means tangible equipment, hardware, and physical products.

“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.

“Neatoware Tools” means Neatoware’s preexisting or generally used software, systems, agents, platforms, scripts, utilities, templates, methods, processes, automation, know-how, and related technology used to provide Services.

“Notice Email” means the single email address identified for a party in the applicable Product and Services Agreement, in Section 6 of these Conditions, or most recently designated by that party through a notice delivered in accordance with Section 6.

“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, months, or any other period, as may be agreed between Us and You as the period during which some Services will be provided.

“Personal Data” means information relating to an identified or identifiable natural person that Neatoware Processes on behalf of Client in connection with the Services.

“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

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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 a schedule describing the standard terms, scope, features, limitations, or other conditions applicable to a Plan. Neatoware may revise its standard Plan Schedules for prospective Orders and Renewal Terms in accordance with Section 9. No revision to a Plan Schedule affects an existing arrangement during its then-current fixed Term except through a written amendment signed by authorized representatives of both parties or as otherwise expressly permitted by the applicable 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.

“Processing” or **“Process”** means accessing, collecting, viewing, recording, organizing, storing, hosting, using, modifying, retrieving, transmitting, disclosing, backing up, restoring, returning, deleting, or otherwise handling Personal Data or CJI.

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

“Public-Sector Client” means a Client for which the Neatoware Public-Sector Rider applies.

“Rates” means the hourly rates and other charges for Services, including any call-out fees and Return/Cancellation Fees, stated in the Rate Schedule, Plan, Plan Schedule, Estimate, Order, Product and Services Agreement, or other applicable arrangement. The Rates applicable to a particular engagement are determined by the documents governing that engagement and may be revised only as permitted by Section 9 and the applicable Agreement.

“Rate Schedule” means Neatoware’s standard schedule of hourly rates, recurring charges, minimum billing increments, and other charges applicable to Goods or Services. Neatoware may revise its Rate Schedule for prospective Orders and Renewal Terms in accordance with Section 9. No revision to the Rate Schedule affects an existing arrangement during its then-current fixed Term except through a written amendment signed by authorized representatives of both parties or as otherwise expressly permitted by the applicable Agreement.

“Reasonable Assistance Limits” has the meaning set forth in Section 17, Computer Utility, Functionality, Fitness for Purpose, and Service Limitations.

“Required CJIS Documents” has the meaning assigned in the Data Processing Addendum.

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“Return/Cancellation Fee” means a return or cancellation fee expressly stated in the applicable Rate Schedule, Estimate, Order, Plan, or Agreement. If no specific fee is stated, the term means Neatoware’s reasonable, documented administrative costs, nonrefundable vendor charges, shipping and return-freight costs, and applicable manufacturer, distributor, or supplier restocking fees resulting from the return or cancellation.

“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.

“Security Incident” means an actual or reasonably suspected unauthorized access to, acquisition, use, disclosure, alteration, loss, destruction, or compromise of the System, Services, credentials, Confidential Information, Client Data, or other information maintained by or for Client, or an actual or reasonably suspected material interference with the confidentiality, integrity, or availability of the System, Services, or such information.

“Service Request” means a request for additions, moves, changes, or technical assistance.

“Services” means labor, consulting, Managed Services, support, and related work.

“Software” includes licensed software, subscriptions, updates, associated components, and any installation or related Services provided in connection with them.

“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.

“Term” means the applicable Commitment Term, Initial Term, Renewal Term, month-to-month term, or other period during which the applicable Agreement remains in effect.

“Third-Party Subscriptions” means software, cloud services, licenses, platforms, subscriptions, and related services owned by a third party and supplied, licensed, resold, procured, or made available to Client through Neatoware.

“Trade Secret” means information qualifying as a trade secret under O.C.G.A. § 10-1-761.

“Unsuccessful Security Event” means an unsuccessful attempt or activity that does not result in actual or reasonably suspected unauthorized access to, acquisition, use, disclosure, alteration, loss, destruction, compromise, or material disruption of the System, Services, credentials, Confidential Information, Client Data, or other information maintained by or for Client. Unsuccessful Security Events may include:

- Blocked network scans, port scans, probes, pings, and connection attempts;
- Unsuccessful or failed login attempts;
- Blocked phishing, malware, exploit, or intrusion attempts;

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- Denial-of-service attempts that do not materially disrupt the Services or affected systems;
- Firewall, endpoint-protection, intrusion-prevention, or similar alerts showing that the attempted activity was successfully blocked or contained;
- Routine internet background traffic; and
- Other unsuccessful attacks, reconnaissance, or automated activity that does not result in an actual or reasonably suspected compromise.

A vulnerability, alert, threat indicator, or attempted attack, standing alone, is not a Security Incident unless the surrounding circumstances support a reasonable suspicion that unauthorized access, compromise, or material disruption occurred.

“Us,” “Our,” “We,” or “Consultant” means Neatoware LLC, a Georgia limited liability company, and its permitted 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; and references to bankruptcy, insolvency, receivership, dissolution, liquidation, or similar proceedings include analogous proceedings under applicable law.

2. APPLICATION OF THESE CONDITIONS

These Conditions are incorporated into and apply to each applicable Estimate, Order, Plan, Plan Schedule, Product and Services Agreement, Schedule, Exhibit, Statement of Work, contract, or other arrangement concerning the supply of Goods or Services by Neatoware.

If an applicable Product and Services Agreement or other governing document establishes an order of precedence, that order of precedence controls.

If no express order of precedence applies, a signed amendment, Product and Services Agreement, or expressly negotiated Schedule, Exhibit, or Statement of Work controls over these Conditions to the extent of a direct conflict. These Conditions otherwise control over inconsistent

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standard, preprinted, purchase-order, portal, or general terms supplied by Client unless Neatoware expressly agrees to those terms in a writing signed by an authorized representative.

The invalidity or unenforceability of any provision of these Conditions does 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, the Agreement will automatically renew for successive periods equal in duration to the original Commitment Term unless terminated or nonrenewed in accordance with the Agreement. A Product and Services Agreement requiring renewal by mutual written agreement controls over this provision. If no term is specified, the arrangement is month-to-month and terminable by either party on thirty (30) days’ written notice.

4. DEFAULT, SUSPENSION, AND TERMINATION

Notice of Material Breach

If either party materially breaches these Conditions or any related Agreement, the non-breaching party may provide written notice describing the breach in reasonable detail and identifying the action reasonably required to cure it.

For purposes of this Section, a notice of default may be delivered in accordance with Section 6, Notices.

Cure Periods

The breaching party shall have the following opportunity to cure:

1. **Payment Default:** Client shall have ten (10) calendar days after receiving written notice to pay all undisputed past-due amounts.
2. **Other Remediable Breach:** The breaching party shall have thirty (30) calendar days after receiving written notice to cure any other material breach that is reasonably capable of cure.

The non-breaching party may agree in writing to extend the applicable cure period. An extension of a cure period does not waive the breach or any rights arising from it.

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Suspension After Failure to Cure

If a material breach is not cured within the applicable cure period, the non-breaching party may suspend its affected performance to the extent reasonably necessary to protect its systems, personnel, property, legal rights, or ability to perform the Agreement.

Client may not suspend or withhold payment of undisputed amounts properly due for Goods or Services already provided.

If Client fails to cure a material breach, Neatoware may suspend affected Services, system access, remote access, monitoring, management, backup, security tools, support, licensing, or other performance after providing written notice of the suspension. Neatoware will limit any suspension to the extent reasonably practicable under the circumstances.

A suspension resulting from Client's breach does not relieve Client of its obligation to pay recurring Fees or other amounts that become due during the suspension, and does not extend the Term. Neatoware may require payment of all past-due amounts and reasonable reactivation costs before restoring suspended Services.

Termination After Failure to Cure

If a material breach remains uncured after expiration of the applicable cure period, the non-breaching party may terminate the affected Order, Plan, Schedule, Service, or Agreement by providing written notice of termination.

Termination may be limited to the affected Goods or Services when the breach can reasonably be isolated. The entire Agreement may be terminated when the breach materially affects the overall relationship or the non-breaching party's ability to receive or perform the principal benefits of the Agreement.

No additional notice period applies after expiration of the applicable cure period.

Immediate Suspension or Termination

No cure period is required when:

1. The breach is not reasonably capable of cure;
2. A party engages in fraud, willful misconduct, unlawful conduct, or the unauthorized use of systems, Services, data, or credentials;
3. Continued performance would violate applicable law, regulation, court order, licensing requirement, the FBI CJIS Security Policy, or another binding governmental requirement;
4. A party ceases business operations, becomes unable to perform its material obligations, or makes an assignment for the benefit of creditors;

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5. Client's conduct, systems, users, devices, or third-party connections create an imminent threat to the confidentiality, integrity, availability, or security of systems, Services, data, or persons; or
6. Immediate action is otherwise required by the Data Processing Addendum, an applicable Required CJIS Document, or applicable law.

In those circumstances, the affected party may immediately terminate the applicable arrangement. Neatoware may also immediately suspend access, isolate devices, block communications, disable credentials, restrict Services, or take other reasonable containment measures necessary to address the threat or legal requirement.

The party taking immediate action shall provide written notice as soon as reasonably practicable, describing the action taken and the general basis for it, except to the extent disclosure is prohibited by law or would compromise security or an investigation.

Client Breach During a Commitment Term

If Neatoware terminates a fixed-Term Agreement because of Client's uncured material breach or a material breach for which no cure period is required under this Section, Client remains responsible for all Fees and other amounts accrued through the effective termination date.

In addition, if an Initial Monthly Minimum or other minimum purchase commitment applies to the terminated Agreement, Client shall pay Neatoware, as agreed damages and not as a penalty, an amount equal to the unpaid minimum purchase commitment that would have applied for the remainder of the Commitment Term.

The parties acknowledge that Neatoware commits personnel, service capacity, licensing, infrastructure, onboarding resources, administrative resources, and other costs in reliance upon a fixed-Term engagement; that the losses resulting from Client's premature breach may be difficult to determine accurately when the Agreement is executed; and that this provision is intended to provide reasonable compensation for the anticipated loss resulting from the breach and not to punish Client or discourage the exercise of any lawful right.

Neatoware will not obtain duplicate recovery for the same loss. Amounts payable under this paragraph remain subject to applicable law and, for a Public-Sector Client, the applicable Public-Sector Rider.

Client Termination for Convenience

Client may terminate an Agreement for convenience before the end of a Commitment Term upon thirty (30) days' written notice. Client shall pay all Fees and other amounts accrued through the effective termination date and, if an Initial Monthly Minimum or other minimum purchase commitment applies, the agreed early-termination amount determined under the Client Breach During a Commitment Term provisions above.

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This early-termination payment does not include separately approved Goods or Services that Neatoware has not ordered, obtained, performed, or irrevocably committed to provide as of the termination date.

Any applicable Public-Sector Rider, including its annual termination and nonrenewal provisions, controls over this paragraph.

Neatoware Termination for Convenience

Neatoware may terminate an Agreement for convenience upon ninety (90) days' written notice to Client. Neatoware will refund any prepaid recurring Fees allocable to periods after the effective termination date, excluding non-refundable third-party commitments and amounts otherwise properly due.

Month-to-Month Arrangements

If no Commitment Term applies, either party may terminate the arrangement upon thirty (30) days' written notice, subject to payment of all amounts properly incurred through the effective termination date.

Transition Assistance

Upon expiration or termination, Neatoware will provide reasonable assistance with the orderly transition of the Services to Client or another provider designated by Client.

Transition assistance is billable at Neatoware's then-current Rates unless otherwise stated in the applicable Agreement. Neatoware may require advance payment or a deposit for anticipated transition Services. Transition assistance does not include transferring Neatoware Tools, Neatoware-owned licenses, tools, software, methods, credentials, intellectual property, or Third-Party Subscriptions that are not transferable.

Software Removal

Upon expiration or termination, Neatoware may remove or disable software, licenses, agents, tools, access methods, and services supplied or licensed by Neatoware. Client acknowledges that removal may leave the System without monitoring, management, backup, updates, remote support, endpoint protection, or other Services.

Neatoware is not responsible for consequences arising after removal or disabling of those Services, except to the extent caused by Neatoware's failure to perform the agreed removal or transition activities.

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5. REPRESENTATIONS AND RELATIONSHIP OF THE PARTIES

Client acknowledges that no Neatoware employee or agent may make any representation, warranty, or promise concerning the Goods or Services except as expressly stated in these Conditions or another written Agreement authorized by Neatoware.

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

Formal Legal Notices

A “**Formal Legal Notice**” means a notice concerning:

1. A material breach, default, or opportunity to cure;
2. Suspension or termination of an Agreement or Service;
3. Nonrenewal of an Agreement;
4. Assignment, change of control, or an objection to an assignment;
5. An indemnification claim;
6. The commencement or formal escalation of a dispute;
7. A demand for payment intended to constitute a legal notice of default;
8. A change to a party's legal-notice address or Notice Email; or
9. Any other matter that the Agreement expressly requires to be delivered as a Formal Legal Notice.

Formal Legal Notices must be in writing and delivered by one or more of the following methods:

1. Certified or registered United States mail, postage prepaid, return receipt requested;
2. A nationally recognized overnight-delivery service with tracking and delivery confirmation; or
3. Email to the receiving party's Notice Email, provided that receipt is confirmed by:
 - A written reply acknowledging receipt;
 - An electronic acknowledgment affirmatively made by the recipient; or
 - A delivery record generated by an agreed electronic-signature or contract-management platform.

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An automated read receipt, delivery receipt, or out-of-office response, standing alone, does not constitute confirmation of a Formal Legal Notice.

If a Formal Legal Notice is sent only by email and receipt is not confirmed within one Business Day, the sender must also send the notice by certified or registered mail or nationally recognized overnight delivery. In that circumstance, the notice is effective based on the applicable physical-delivery method unless the recipient confirms earlier receipt of the email.

A courtesy copy sent through a support ticket, ordinary operational email, billing system, or other communication channel does not constitute a Formal Legal Notice unless the requirements of this subsection are satisfied.

Operational and Administrative Notices

An “**Operational Notice**” means a written or electronic communication concerning the administration, operation, security, support, billing, or renewal of the parties’ relationship that is not required to be delivered as a Formal Legal Notice.

Operational Notices may include:

- Renewal and incorporated-document notices;
- Renewal-version and renewal-rate notices;
- Rate, pricing, usage, licensing, device-count, storage, and billing notices;
- Invoices and payment reminders that are not formal notices of default;
- Device additions, removals, replacements, and inventory reconciliations;
- Maintenance, outages, service availability, and support communications;
- Service Requests, tickets, alerts, reports, and technical recommendations;
- Security Incident, emergency-containment, and remediation communications;
- Subprocessor notices;
- Audit, compliance, privacy, DPA, CJIS, GCIC, and governmental communications; and
- Other routine administrative or operational matters.

Operational Notices may be delivered through:

1. Email to the receiving party’s Notice Email;
2. Neatoware’s ticketing, customer, billing, monitoring, security, or service-management system;
3. A secure portal or electronic-signature or contract-management platform;
4. Telephone, text message, or another electronic method when immediate communication is reasonably necessary, provided that a written or electronic record is supplied as soon as reasonably practicable; or
5. Any other method reasonably calculated to reach the appropriate designated contact.

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Neatoware may also send an Operational Notice to another email address, representative, or user associated with the subject matter of the notice. Sending an additional copy to another person does not alter the Notice Email as Client's official notice address.

A support ticket, invoice, alert, or routine operational communication is an Operational Notice and is not a Formal Legal Notice unless the Agreement expressly provides otherwise.

Security, DPA, and CJIS Notices

Notices concerning a Security Incident, emergency containment, CJI, Personal Data, a Subprocessor, or another time-sensitive DPA, CJIS, GCIC, or governmental matter are Operational Notices and do not have to comply with the Formal Legal Notice procedures.

A Security Incident notice may be delivered by email to Client's Notice Email, through a secure portal or ticketing system that generates an electronic notification, or by another electronic method reasonably calculated to reach Client.

For purposes of a contractual notification deadline, a Security Incident notice is given when it is transmitted to Client's Notice Email or another agreed electronic system, provided that Neatoware does not receive a delivery-failure notification.

When a Security Incident is reasonably believed to be material or requires immediate Client action, Neatoware may also use reasonable efforts to contact an appropriate Client representative by telephone, text message, ticketing system, or another contact method reasonably available in Neatoware's records. Client is not required to designate a separate security contact or security email address for this purpose.

Nothing in this Section delays or limits any shorter, different, or additional notification method required by applicable law, a Required CJIS Document, the FBI CJIS Security Policy, GCIC, or another binding governmental requirement.

Addresses and Notice Email

Formal Legal Notices to Neatoware shall be directed to:

Neatoware LLC
280 Prospect Road
Colbert, Georgia 30628
Notice Email: legalnotice@neatoware.com

Formal Legal Notices and Operational Notices to Client may be directed to Client's physical address and Notice Email stated in the applicable Product and Services Agreement.

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Each party designates one Notice Email for purposes of the Agreement. The Notice Email may be used for all Formal Legal Notices and Operational Notices, including renewal, pricing, billing, security, DPA, CJIS, compliance, and administrative notices.

Either party may send additional copies of a notice to other representatives or email addresses reasonably associated with the subject matter. Such additional communications are courtesy or supplemental copies and do not replace the party's designated Notice Email.

Each party shall:

1. Maintain and reasonably monitor its Notice Email;
2. Maintain reasonable internal procedures for routing notices to the appropriate personnel; and
3. Promptly notify the other party of any change to its Notice Email.

Until a change is properly communicated, notice sent to the most recently designated Notice Email remains effective. A party's failure to monitor, maintain, or internally route communications sent to its Notice Email does not invalidate an otherwise properly delivered notice.

Designation of a Notice Email does not authorize every person with access to that account to amend the Agreement, approve additional charges, waive rights, or make decisions beyond that person's actual or apparent authority.

Time of Delivery

A notice is deemed delivered:

1. **Certified or registered mail:** upon documented delivery or refusal of delivery;
2. **Overnight-delivery service:** upon documented delivery or refusal of delivery;
3. **Formal Legal Notice by email:** when receipt is confirmed in accordance with this Section;
4. **Routine Operational Notice by email:** when transmitted to the Notice Email without a delivery-failure notification, provided that a notice sent after 5:00 p.m. Eastern Time or on a non-Business Day is deemed delivered on the next Business Day;
5. **Security, emergency, DPA, or CJIS notice:** when transmitted to the Notice Email without a delivery-failure notification, regardless of the day or time sent; and
6. **Secure portal, ticketing system, or contract-management platform:** when posted and an electronic notification is transmitted to the Notice Email without a delivery-failure notification.

Service of Process and Mandatory Notice Methods

This Section does not govern service of legal process and does not alter any notice, filing, service, or delivery method that cannot lawfully be modified by contract.

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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

No amendment affecting an existing Agreement is effective unless signed by authorized representatives of both parties. Updated standard terms may apply to a Renewal Term if identified in the applicable renewal notice and made reasonably available to Client in accordance with the applicable Product and Services Agreement.

For clarity, all revisions to standard Plan Schedules, Rate Schedules, Rates, Service descriptions, and Managed Services Pricing are governed by this Section and the renewal-version provisions of the applicable Product and Services Agreement. Any conflicting provision suggesting that Neatoware may modify an existing fixed-Term arrangement in its absolute discretion or without notice is superseded by this Section.

10. QUOTES / ESTIMATES

Nature and Validity of Estimates

An Estimate is valid for seven (7) days unless it states a different validity period. An Estimate is nonbinding and constitutes an invitation for Client to request an Order for the Goods or Services described in it.

Client's acceptance or approval of an Estimate constitutes a request to place an Order but does not, by itself, bind Neatoware or require Neatoware to supply the quoted Goods or Services.

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Revision or Withdrawal Before Order Acceptance

Before Neatoware accepts the resulting Order, Neatoware may revise or withdraw an Estimate because of:

1. Changes requested by Client;
2. Changes in scope, specifications, quantities, or delivery requirements;
3. Vendor price changes, supply constraints, or product unavailability;
4. Errors or omissions in the Estimate;
5. Changes in taxes, freight, shipping, regulatory charges, or third-party costs; or
6. Other circumstances reasonably affecting Neatoware's ability or cost to provide the Goods or Services.

Neatoware will communicate any material revision to Client before accepting the resulting Order. A substitute product or material change in the quoted scope is subject to Client's approval.

Pricing After Order Acceptance

An Order becomes binding only as provided in Section 11. Once an Order is accepted, the pricing and scope stated in the accepted Order govern, subject to any subsequent change approved in accordance with the Agreement.

If Client requests a change after Order acceptance, Neatoware may require an updated Estimate, Order, Statement of Work, or other written approval before performing the changed or additional Work.

Vendor Information and Delivery Estimates

Estimated availability, shipment, and delivery dates are based on information available from manufacturers, distributors, carriers, and other third parties and are not guaranteed.

Freight, shipping, taxes, regulatory charges, and similar costs will be charged to Client unless the applicable Estimate or Order expressly states that they are included.

Neatoware generally does not maintain inventory and may order Goods only after:

1. Neatoware accepts the applicable Order; and
2. Neatoware receives any required deposit, advance payment, or other payment due before ordering.

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Partial Orders

Pricing may be based on the quantities, combinations, or total purchase value stated in an Estimate. If Client requests only part of an Estimate, Neatoware may revise the unit prices or other terms applicable to the Goods or Services actually ordered.

Product Warranties, Returns, and Cancellations

Unless otherwise expressly stated in writing, Goods are covered only by the applicable manufacturer's warranty.

Returns and cancellations are subject to Section 16, Returns and Claims for Goods and Services, any applicable supplier restrictions, and any applicable Return/Cancellation Fee. Some Goods may be nonreturnable after they are ordered, configured, licensed, registered, shipped, or delivered.

11. ORDERS

Placing an Order

Client may request an Order by:

1. Signing or electronically approving an Estimate or Order form;
2. Sending approval by email;
3. Submitting approval through an authorized electronic ordering, ticketing, or contract-management system;
4. Issuing a purchase order accepted by Neatoware; or
5. Using another documented method accepted by Neatoware.

Client's purchase order or other ordering document is used only to identify the requested Goods or Services, quantities, delivery information, and authorized expenditure. Any additional or inconsistent terms contained in Client's purchase order, portal, or other document do not modify the Agreement unless Neatoware expressly agrees to them in a writing signed by an authorized representative.

Authority to Place Orders

Absent actual knowledge to the contrary, Neatoware may rely on the apparent authority of a person who signs, submits, emails, or electronically approves an Order on Client's behalf. Client represents that each such person is authorized to place the Order and bind Client.

Neatoware may require confirmation from a designated Client representative before accepting an Order when the requesting person's authority is unclear or when the Order involves unusual cost, risk, access, scope, or commitment.

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Acceptance and Formation of an Order

Client's submission or approval of an Order is an offer to purchase the identified Goods or Services.

An Order becomes binding on Neatoware only when Neatoware:

1. Accepts the Order in writing;
2. Provides an electronic confirmation of acceptance;
3. Orders or irrevocably commits to obtain the requested Goods or third-party services; or
4. Begins performing the requested Services.

Neatoware may reject an Order before acceptance. If Neatoware rejects an Order, it will refund any payment received for that Order. This paragraph does not require Neatoware to refund amounts properly due under a separate accepted Order or other authorization.

Payment and Performance

Unless Neatoware has approved credit terms or otherwise agreed in writing, Neatoware is not required to order, configure, license, ship, deliver, or install Goods or begin Services until it receives all required deposits or payments in cleared funds.

Performance dates remain subject to product availability, vendor performance, shipping, Client cooperation, site readiness, access, approvals, and other dependencies outside Neatoware's reasonable control.

Changes and Cancellations

After an Order becomes binding, Client may not cancel or materially change it without Neatoware's written agreement.

Neatoware may condition approval of a cancellation or change upon payment of:

1. Services already performed;
2. Goods already ordered, configured, licensed, shipped, or delivered;
3. Nonrefundable third-party commitments;
4. Additional Work resulting from the requested change; and
5. Any applicable Return/Cancellation Fee.

A cancellation or change is not effective until confirmed by Neatoware in writing.

Credit Information

When Client requests credit or deferred-payment terms, Client authorizes Neatoware to obtain commercially reasonable credit information concerning Client. Neatoware may approve, deny,

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limit, suspend, or revise credit terms based on the information obtained and Client's payment history.

Operational Processes

Client shall reasonably cooperate with Neatoware's operational processes and procedures relating to ordering, provisioning, scheduling, delivery, access, security, support, and administration.

Those processes and procedures do not modify the Fees, scope, rights, obligations, or remedies established by the Agreement unless incorporated through a written amendment or another modification expressly permitted by the Agreement.

12. PRICING AND RATES

Client shall pay the prices for Goods and the Rates for Services stated in the applicable Plan, Rate Schedule, Estimate, Order, Product and Services Agreement, or other governing document, as adjusted only in accordance with Section 9 and the applicable Agreement.

Taxes and Applicable Rates

All Rates and amounts charged or estimated for Goods or Services exclude applicable taxes and governmental charges unless expressly stated otherwise in writing.

Variation of Rates

Neatoware may revise its standard Rates and Rate Schedule for prospective Estimates, Orders, Plans, and Renewal Terms. Any such revision is subject to Section 9 and the renewal-version provisions of the applicable Product and Services Agreement.

No revision to Neatoware's standard Rates or Rate Schedule changes the Rates applicable during an existing fixed Term except:

1. Through a written amendment signed by authorized representatives of both parties;
2. Through a pricing adjustment expressly authorized by the applicable Agreement, including a usage-based charge, device addition, licensing adjustment, storage adjustment, or other specifically stated pricing mechanism; or
3. As otherwise expressly permitted by the applicable Agreement.

Rates for a Renewal Term may be revised in accordance with the renewal-notice and incorporated-document provisions of the applicable Product and Services Agreement.

For an arrangement that is month-to-month and has no fixed Term, Neatoware may revise the applicable Rates upon at least thirty (30) days' written notice unless a different notice period is stated in the applicable arrangement.

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An increase in Neatoware's underlying costs does not, by itself, permit Neatoware to change Rates during an existing fixed Term unless the applicable Agreement expressly authorizes the adjustment.

Call-Out Labor, Travel Time, Return Fees, and Expenses

Call-Out Labor and Travel Time. Personnel time spent performing on-site or call-out Services, together with reasonable travel time associated with the call-out, will be charged against Client's available included hours when applicable. After included hours are exhausted, or when no included hours apply, that time will be billed at the hourly rate and minimum billing increment applicable to the Services being performed. Travel time is not provided without charge and is subject to the minimum billing increments applicable to the Services. Mileage, tolls, parking, lodging, and other travel expenses will be billed separately as provided below. No separate call-out surcharge will apply unless expressly stated in the applicable Rate Schedule, Estimate, Order, Plan, or Agreement.

Return and Cancellation Charges. Any specified Return/Cancellation Fee must be stated in the applicable Rate Schedule, Estimate, Order, Plan, or Agreement. If no specific fee is stated, Neatoware may charge only its reasonable, documented costs resulting from the return or cancellation, including administrative costs, nonrefundable vendor charges, shipping and return-freight costs, and manufacturer, distributor, or supplier restocking fees. Neatoware may deduct those amounts from any refund otherwise due to Client.

Client remains responsible for all reasonable out-of-pocket expenses incurred by Neatoware in providing the Services, including flights, vehicle rental, fuel, insurance, lodging, meals, tolls, parking, postage, shipping, and similar expenses. Vehicle mileage will be billed at the then-current IRS standard mileage rate. Expenses may be billed at actual cost plus ten percent (10%). If Client provides Neatoware written notice that advance expense approval is required, Neatoware will obtain Client's approval before incurring any single discretionary out-of-pocket expense exceeding \$3,000. Advance approval is not required for emergency expenses reasonably necessary to protect systems, data, persons, or property, provided Neatoware notifies Client as soon as reasonably practicable.

Calculation of Charges

We may charge for Goods separately from Services or together.

Unless a different minimum billable period is stated in the applicable Rate Schedule, Managed Services Pricing schedule, Estimate, Order, or Agreement, time-based Services are billed in quarter-hour (15-minute) increments. After any applicable minimum billable period is satisfied, each additional partial quarter-hour will be rounded up to the next full quarter-hour and billed at the applicable Rate.

GENERAL TERMS AND CONDITIONS**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 do not roll over and are not refundable or compensable.

13. SERVICES AND PLANS

Neatoware offers the Services and Plans described in its standard Rate Schedule, Plan Schedules, Managed Services Pricing schedule, Estimates, Orders, and Product and Services Agreements.

Neatoware may revise, withdraw, add to, or otherwise change its standard Service descriptions, Plans, Plan Schedules, features, and service offerings for prospective Orders and Renewal Terms in accordance with Section 9.

No such revision changes the scope, features, obligations, or limitations applicable during an existing fixed Term except:

1. Through a written amendment signed by authorized representatives of both parties;
2. As expressly permitted by the applicable Agreement;
3. When a third-party product or service included in the Services is discontinued or materially changed and Neatoware provides a reasonably comparable replacement in accordance with Section 32, Software, Subscriptions, and Intellectual Property; or
4. When a change is reasonably necessary to comply with applicable law or a binding governmental requirement.

Neatoware may make administrative, technical, security, or operational changes that do not materially reduce the contracted Services or materially increase Client's Fees without a signed amendment.

Revised Service descriptions and Plans may apply to a Renewal Term when incorporated in accordance with the renewal-version provisions of the applicable Product and Services 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.

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Any response times shown in the Managed Services Pricing schedule, a Plan, or a Product and Services Agreement are targets only. They do not constitute guarantees, warranties, or service-level agreements. Failure to meet a target does not constitute a material breach and does not entitle Client to any credit, refund, or damages beyond those expressly available under these Conditions.

For purposes of the targets:

(a) “Initial Response” means the first acknowledgment by a Neatoware technician that a properly submitted Service Request has been received and for which work has begun (email, ticket comment, or telephone contact is sufficient). It does not mean resolution or restoration of service.

(b) Priority / Severity. Unless the parties agree otherwise in writing, Neatoware will classify requests as follows:

- Priority 1 – System or major service down, or critical security incident affecting multiple users.
- Priority 2 – Significant degradation or single-user critical function unavailable.
- Priority 3 – Standard support request or non-critical issue.
- Priority 4 – Scheduled or low-priority work, questions, or projects.

(c) Measurement.

- Business-Hours response targets stated in the applicable Managed Services Pricing schedule, Plan, Schedule, or Agreement are measured in Business Hours. Any response target expressly designated as 24×7 or measured in elapsed hours is measured continuously, including outside Business Hours.

- During Business Hours, the response-time clock begins when Neatoware receives a complete Service Request through an approved channel, including the ticketing system, designated support email, or support telephone line. Outside Business Hours, the response-time clock for a qualifying Platinum Priority 1 incident begins only when Client reports the incident by telephone to Neatoware’s support line and provides sufficient information for Neatoware to identify and begin addressing the incident. A ticket or email may document or supplement an After Hours request but, by itself, does not initiate After Hours coverage or start the response-time clock. All other requests submitted outside Business Hours will be treated as received at the beginning of the next Business Day unless Neatoware expressly agrees otherwise.

- The clock pauses during any period in which Neatoware is reasonably waiting on the Client for information, access, approvals, or third-party action, and during scheduled maintenance windows.

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(d) Scope of Targets. Targets apply only to qualifying incidents that fall within the scope of the contracted Managed Services tier. They do not apply to project work, on-site visits, third-party vendor issues, or requests that require Client-supplied credentials, hardware, or decisions.

(e) Exclusions. Targets do not apply (and the clock does not run) during:

- Scheduled or emergency maintenance;
- Force-majeure events;
- Failures or delays caused by the Client, the Client's other vendors, or third-party software/hardware/cloud providers;
- Issues resulting from Client modifications, unsupported configurations, or failure to follow Neatoware recommendations.

(f) 24x7 Coverage (Platinum). "7 days a week, 24 hours a day" means that Neatoware will accept and begin work on Priority 1 Service Requests outside Business Hours. It does not guarantee continuous active monitoring of every device or immediate human response to every alert.

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 OF LOSS

Neatoware will use commercially reasonable efforts to deliver Goods within any estimated delivery period stated in the applicable Estimate or Order. Delivery dates are estimates unless Neatoware expressly agrees in writing to a guaranteed delivery date.

Neatoware is not responsible for delay or failure in delivery caused by product availability, manufacturer or distributor delay, carrier delay, supply-chain disruption, Client delay, Force Majeure, or another circumstance beyond Neatoware's reasonable control.

Unless otherwise agreed in writing, delivery occurs when the Goods are delivered to Client's designated delivery location or, if Client arranges pickup, when the Goods are made available to Client or its carrier. Risk of loss, theft, damage, or other casualty passes to Client upon delivery.

Unless an applicable Estimate, Order, financing agreement, or other signed writing expressly provides otherwise, title to Goods passes to Client upon delivery. Passage of title does not relieve Client of any obligation to pay amounts due for the Goods.

If Client fails to pay for Goods when due, Neatoware may exercise any rights or remedies available under the Agreement or applicable law, including withholding Goods not yet delivered,

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suspending further performance as permitted by the Agreement, pursuing collection of amounts due, or exercising applicable seller remedies under the Uniform Commercial Code.

No provision of this Section grants Neatoware a security interest, lien, right of entry, power of attorney, or right of self-help repossession unless such right is expressly granted in a separate signed writing and is permitted by applicable law.

If Neatoware extends financing or credit for particular Goods and the parties expressly agree in a signed writing that Neatoware will retain a security interest in those Goods, the creation, perfection, priority, and enforcement of that security interest will be governed by the applicable signed agreement and Article 9 of the Uniform Commercial Code.

For a Public-Sector Client, this Section is subject to the Public-Sector Rider and does not create any security interest, collateral right, pledge of credit, power of attorney, or self-help repossession or entry right prohibited by that Rider.

16. RETURNS, DELIVERY CLAIMS, AND CLAIMS CONCERNING GOODS

Inspection Upon Delivery

Client shall inspect Goods within a reasonable time after delivery.

Client must notify Neatoware in writing within three (3) calendar days after delivery of any:

1. Visible shipping or physical damage;
2. Shortage in quantity;
3. Incorrect item or model;
4. Material discrepancy between the Goods delivered and the applicable Order; or
5. Other nonconformity that reasonably should have been discovered through ordinary inspection at the time of delivery.

Failure to provide timely notice of such a readily discoverable delivery issue constitutes Client's acceptance of the Goods with respect to that issue to the maximum extent permitted by applicable law.

Latent Defects and Warranty Claims

The three-day delivery-inspection period does not apply to a latent defect or other nonconformity that could not reasonably have been discovered through ordinary inspection at the time of delivery.

Client shall notify Neatoware of any such issue within a reasonable time after Client discovers or reasonably should have discovered it.

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Warranty claims remain subject to Section 20, Warranties, the applicable manufacturer's warranty, any applicable supplier requirements, and the other limitations and remedies stated in the Agreement.

Returns

Goods may not be returned without Neatoware's prior authorization.

Returns are subject to the applicable manufacturer's or supplier's return policies, restrictions, authorization requirements, restocking charges, shipping requirements, and Return/Cancellation Fees.

Unless Neatoware expressly agrees otherwise, Goods that are custom configured, specially ordered, licensed, registered, activated, opened where return restrictions apply, obtained specifically for Client, or otherwise nonreturnable to Neatoware's supplier are nonreturnable.

Where a return is authorized, Client shall return the Goods in the condition reasonably required by Neatoware and the applicable manufacturer or supplier.

Client is responsible for applicable shipping, freight, administrative, restocking, and other return costs except to the extent the return results from Neatoware's material error or the applicable manufacturer or supplier agrees to bear those costs.

Claims Concerning Services

Claims concerning Services are not subject to the three-day Goods-inspection period. Such claims are governed by the applicable provisions of the Agreement, including the service-scope, warranty, liability, invoice-dispute, and limitation-of-claims provisions.

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

Nature of Computing Services

Client acknowledges that information-technology Services may involve diagnosis, testing, troubleshooting, experimentation, and recommendations in complex, novel, or previously unknown circumstances. Results cannot always be predicted or guaranteed, and testing, troubleshooting steps, advice, or recommendations may require revision as additional information becomes available.

Neatoware will perform the Services using commercially reasonable skill and care consistent with generally accepted practices applicable to comparable managed information-technology services. Neatoware is not responsible for an unsuccessful result or unintended consequence

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arising solely from the inherent uncertainty of such work, provided that Neatoware performed the applicable Services in accordance with the Agreement.

Any liability arising from the Services remains subject to the warranties, exclusions, limitations of liability, and other provisions of the Agreement.

Reasonable Assistance Limits

Neatoware will provide commercially reasonable assistance within the contracted scope, selected service tier, included hours, and authorized budget. Unless otherwise agreed, assistance will be performed during Business Hours and remains subject to applicable response targets, minimum billing increments, technical dependencies, third-party availability, and Client cooperation. Work outside the contracted scope or beyond available included hours is billable at the applicable Rates and may require separate authorization.

Recommendations, Suitability and Fitness

Neatoware may recommend third-party Goods or Services based on information, requirements, and intended purposes communicated by Client. Client retains responsibility for deciding whether to follow a recommendation, purchase or customize third-party Goods, obtain additional Services, or accept a proposed configuration or risk.

Neatoware does not warrant the performance, compatibility, security, continued availability, or fitness of third-party Goods or Services beyond any express warranty provided by their manufacturer, licensor, or provider. Neatoware remains responsible for performing its own contracted Services in accordance with the Agreement.

Additional customization, integration, testing, remediation, or other work required to achieve a particular outcome is billable at the applicable Rates unless expressly included in the contracted Services.

Testing Procedures

You will follow Our instructions with regard to testing or troubleshooting. If those do not resolve the problems, Neatoware will allocate commercially reasonable resources consistent with the contracted scope, selected service tier, and applicable Rates.

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.

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Security Responsibility

Client remains responsible for its overall security posture, risk-acceptance decisions, and systems, users, vendors, and controls outside the contracted scope. Neatoware remains responsible for performing the security controls and Services expressly assigned to it under the Agreement, the Data Processing Addendum, and any applicable Shared Responsibility Matrix.

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.

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; Client's failure to perform its obligations under the Agreement; 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 Neatoware cannot supply the ordered Goods, Neatoware may propose alternate Goods of equal or superior quality. Neatoware will not substitute materially different Goods without Client's approval, and Client will not pay a higher price unless it approves the higher price in writing.

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.

Neatoware will perform the Services using commercially reasonable skill and care consistent with generally accepted practices applicable to comparable managed information-technology

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services. 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 the Managed Services Pricing schedule, 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. CLIENT INDEMNIFICATION**Indemnified Parties**

For purposes of this Section, the “**Neatoware Indemnified Parties**” are Neatoware LLC and its affiliates, members, managers, officers, employees, contractors, subcontractors, agents, licensors, successors, and permitted assigns.

A “**Third-Party Claim**” means any claim, demand, action, suit, investigation, inquiry, subpoena, administrative proceeding, regulatory proceeding, enforcement action, or other proceeding brought or initiated by a person or entity other than a Neatoware Indemnified Party.

“**Losses**” means judgments, settlements, damages, liabilities, penalties and fines to the extent legally indemnifiable, costs, expenses, reasonable attorneys’ fees, expert fees, investigation expenses, court costs, and other reasonable expenses incurred in responding to, defending against, resolving, or satisfying a Third-Party Claim.

Client’s Indemnification Obligation

Client shall defend, indemnify, and hold harmless the Neatoware Indemnified Parties from and against all Third-Party Claims and resulting Losses, to the extent arising out of or resulting from:

1. Client’s material breach of the Agreement, including any representation, warranty, covenant, instruction, responsibility, or obligation of Client;
2. Any unlawful, fraudulent, negligent, willful, unauthorized, or wrongful act or omission of Client or any of Client’s officers, employees, contractors, agents, users, customers, vendors, invitees, or other persons for whom Client is legally responsible;
3. Client Data, Client Materials, content, communications, records, software, credentials, configurations, documentation, or instructions supplied, approved, transmitted, stored, published, or otherwise made available by or on behalf of Client, including any allegation that such materials:

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- a. Infringe, misappropriate, or violate a third party's intellectual-property, privacy, publicity, confidentiality, contractual, or proprietary rights;
- b. Contain unlawful, defamatory, harmful, misleading, or unauthorized content; or
- c. Were collected, used, disclosed, transmitted, or provided without sufficient authority, consent, notice, license, or legal basis;
- 4. Client's use, resale, distribution, transfer, modification, combination, integration, configuration, installation, operation, or disposition of any Goods, Software, Third-Party Subscription, Custom Deliverable, System, or Service:
 - a. Outside the scope authorized by the Agreement;
 - b. Contrary to applicable documentation, license terms, law, or Neatoware's written instructions;
 - c. After modification by Client or a third party without Neatoware's authorization; or
 - d. In combination with goods, software, systems, services, configurations, or data not supplied or approved by Neatoware;
- 5. Client's failure to obtain or maintain any license, consent, authorization, governmental approval, legal authority, notice, permission, or third-party agreement required for Neatoware to perform the Services or follow Client's instructions;
- 6. Client's failure to perform responsibilities expressly allocated to Client under the Agreement, including responsibilities concerning:
 - a. Backups, recovery requirements, and identification of data requiring protection;
 - b. Security controls, access management, credentials, users, vendors, facilities, and systems outside Neatoware's contracted scope;
 - c. Software licensing and permitted use;
 - d. Data classification, retention, legal holds, disclosure, privacy, and regulatory compliance;
 - e. Business, legal, regulatory, notification, restoration, shutdown, and risk-acceptance decisions; or
 - f. Timely provision of accurate information, access, approvals, instructions, equipment,

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and cooperation;

7. Unauthorized access to or use of the System, Services, credentials, software, or accounts by Client or any person obtaining access through Client, except to the extent the unauthorized access was caused by Neatoware's breach of the Agreement or failure to perform a responsibility expressly assigned to Neatoware;
8. Any representation, warranty, commitment, statement, or promise made by Client to a third party concerning Neatoware, the Goods, the Services, Software, Third-Party Subscriptions, performance, functionality, security, compatibility, or results that was not expressly authorized by Neatoware in writing; or
9. A claim by Client's employee, contractor, customer, constituent, user, vendor, or other third party arising from Client's relationship with that person, Client's instructions to Neatoware, or Client's use of the Goods or Services.

For avoidance of doubt, the Aggregate Liability Cap, exclusion of consequential damages, limitation of claims, and other limitations applicable to Neatoware's liability do not limit Client's defense, indemnification, reimbursement, payment, or other obligations under this Section.

Excluded Responsibility

Client is not required to indemnify a Neatoware Indemnified Party to the extent a final, nonappealable judgment determines that the applicable Third-Party Claim or Loss was caused by that Neatoware Indemnified Party's:

1. Material breach of the Agreement;
2. Negligence;
3. Fraud; or
4. Willful misconduct.

Where Client and a Neatoware Indemnified Party are each determined to have contributed to a Third-Party Claim or Loss, Client's indemnification obligation will apply proportionately to the extent caused by a matter for which Client is responsible under this Section.

Client's duty to defend applies when a Third-Party Claim alleges facts that, if proven, would fall within this Section. The duty to defend continues unless and until the claim is resolved or finally determined not to be covered.

Notice of Claim

Neatoware will provide Client reasonably prompt Formal Legal Notice of a Third-Party Claim for which indemnification is sought. Failure to provide prompt notice does not relieve Client of its obligations except to the extent Client demonstrates that the delay materially prejudiced the defense of the Third-Party Claim.

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Notice may be supplemented as additional facts, allegations, Losses, or related proceedings become known.

Control of Defense

Subject to the provisions below, Client may control the defense of a covered Third-Party Claim using qualified counsel reasonably acceptable to Neatoware.

Client shall:

1. Begin the defense promptly after receiving notice;
2. Keep Neatoware reasonably informed of material developments;
3. Provide Neatoware with copies of material pleadings, correspondence, settlement demands, and proposed filings upon request;
4. Consult with Neatoware concerning material defense and settlement decisions; and
5. Conduct the defense diligently and in a manner reasonably designed to protect the interests of all Neatoware Indemnified Parties.

Neatoware may participate in the defense with counsel of its choosing at its own expense.

Client shall pay Neatoware's reasonable separate-defense costs when:

1. Client fails to assume or diligently conduct the defense;
2. A material conflict of interest exists between Client and a Neatoware Indemnified Party;
3. The Third-Party Claim seeks injunctive, equitable, regulatory, licensing, criminal, or other nonmonetary relief against a Neatoware Indemnified Party;
4. The Third-Party Claim could reasonably affect Neatoware's other clients, systems, licenses, insurance coverage, regulatory status, reputation, or continuing operations; or
5. Separate representation is otherwise reasonably necessary to protect a Neatoware Indemnified Party.

In any such circumstance, Neatoware may assume control of its defense, and Client shall reimburse Neatoware for its reasonable defense costs to the extent the Third-Party Claim is covered by this Section.

Cooperation

The parties shall reasonably cooperate in defending a covered Third-Party Claim. Client shall provide information, records, personnel, access, testimony, declarations, and other assistance reasonably requested for the defense.

Neatoware's reasonable out-of-pocket costs of cooperation, including costs arising from document collection, technical investigation, forensic work, expert assistance, testimony, or regulatory response, are Losses recoverable under this Section to the extent the Third-Party Claim is covered.

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Settlement

Client may not settle a Third-Party Claim without Neatoware's prior written consent if the settlement:

1. Does not provide each affected Neatoware Indemnified Party with a complete and unconditional release;
2. Requires a Neatoware Indemnified Party to admit fault, liability, wrongdoing, or noncompliance;
3. Requires a Neatoware Indemnified Party to pay money, surrender rights, modify its Services, accept operational restrictions, or undertake any continuing obligation;
4. Includes injunctive, equitable, regulatory, or nonmonetary relief affecting a Neatoware Indemnified Party;
5. Could adversely affect Neatoware's other clients, systems, insurance, licenses, legal rights, or business operations; or
6. Requires confidential treatment that would prevent Neatoware from complying with law, insurance obligations, governmental requirements, or duties owed to other clients.

Neatoware may withhold consent to such a settlement in its reasonable discretion.

Neatoware will not settle a covered Third-Party Claim for which Client is responsible without Client's prior written consent if the settlement requires Client to make a payment that Neatoware does not agree to reimburse. Client may not unreasonably withhold, condition, or delay such consent.

Payment and Reimbursement

Client shall pay defense costs and other covered Losses as they are incurred. Amounts advanced or paid by a Neatoware Indemnified Party shall be reimbursed within fifteen (15) calendar days after Client receives reasonable supporting documentation.

Client's obligations are not reduced by:

1. Insurance maintained by a Neatoware Indemnified Party;
2. A limitation or exclusion applicable to Neatoware's liability;
3. Expiration or termination of the Agreement; or
4. Client's failure to maintain insurance that could have covered the Third-Party Claim.

Neatoware may not obtain duplicate recovery for the same Loss.

Public-Sector Clients

If Client is a Public-Sector Client, Client's obligations under this Section apply only to the maximum extent permitted by applicable law and the applicable Public-Sector Rider. Nothing in

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this Section waives sovereign immunity, official immunity, statutory defenses, appropriation requirements, or other protections that cannot lawfully be waived.

Survival

This Section survives expiration or termination of the Agreement with respect to any act, omission, breach, event, use, disclosure, instruction, or circumstance occurring during the Term or any authorized transition period.

Client's indemnification obligations are independent of, and are not limited by, the exclusions of damages or limitations applicable to Neatoware's liability under the Agreement.

22. LIABILITY**Exclusion of Warranties**

Except as specifically set out in these Conditions or a Product and Services Agreement, 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.

Data Protection, Backup, and Recovery Responsibilities

Client remains responsible for identifying the systems and data requiring protection and for maintaining any independent backup or recovery capabilities not included in the contracted Services. Neatoware remains responsible for performing the backup monitoring, management, retention, and restoration Services expressly included in the Agreement.

Excluded Damages and Losses

To the maximum extent permitted by applicable law, Neatoware shall not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages or losses arising out of or relating to the Agreement, any Goods or Services, or Neatoware's performance or failure to perform.

Without limiting the foregoing, and regardless of how a claim or loss is characterized, Neatoware shall not be liable for loss of revenue, profits, savings, business, contracts, opportunity, goodwill, reputation, productivity, use, availability, or anticipated benefit; business interruption; loss, corruption, destruction, reconstruction, or restoration of data; costs of substitute or replacement services; costs arising from interruption or degradation of Client's operations; or liabilities, penalties, damages, or obligations asserted against Client by third parties, except solely to the extent that applicable law prohibits the exclusion of the particular loss.

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These exclusions apply regardless of whether the claimed damages or losses arise in contract, tort, negligence, strict liability, statute, indemnity, equity, or another legal theory and regardless of whether Neatoware was advised or could reasonably have foreseen the possibility of such damages or losses.

General Limitation of Liability

Except solely to the extent liability cannot lawfully be excluded or limited, Neatoware shall not be liable to the extent a loss, damage, claim, cost, or liability results from or is increased by:

1. Client's acts or omissions;
2. Inaccurate, incomplete, untimely, or misleading information, instructions, approvals, or representations supplied by or on behalf of Client;
3. Unsupported, obsolete, excluded, unauthorized, improperly configured, or Client-modified systems, software, devices, or environments;
4. Third-party products, services, software, telecommunications, cloud platforms, carriers, utilities, vendors, contractors, or infrastructure;
5. Client-selected business, security, legal, regulatory, restoration, continuity, notification, or risk-acceptance decisions;
6. Client's failure to follow Neatoware's recommendations or to implement recommended safeguards, upgrades, replacements, remediation, or risk-reduction measures;
7. Systems, devices, users, data, vendors, facilities, services, or controls outside Neatoware's contracted scope; or
8. Events or circumstances beyond Neatoware's reasonable control.

Any liability not otherwise excluded remains subject to the exclusions of damages and Aggregate Liability Cap stated in this Section.

Aggregate Liability Cap

Except solely to the extent applicable law prohibits the limitation, Neatoware's total cumulative aggregate liability arising out of or relating to the Agreement, any Product and Services Agreement, or any Goods or Services, whether arising in contract, tort (including negligence), statute, equity, or otherwise, shall not exceed the total service fees paid or payable by Client under the applicable Product and Services Agreement during the twelve (12) months immediately preceding the event giving rise to the claim or, if no Product and Services Agreement applies, the total service fees paid or payable under the applicable Plan, Order, Estimate, or other governing arrangement during that period.

The Aggregate Liability Cap is one cumulative cap shared by all claims, causes of action, damages, losses, liabilities, remedies, and legal theories arising out of or relating to the applicable Agreement, Goods, or Services. The cap does not apply separately to each claim, claimant, affected person, event, document, cause of action, legal theory, Service, or provision of the Agreement.

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Claims arising from the same or related acts, omissions, circumstances, failures, outages, Security Incidents, data events, unauthorized access, vulnerabilities, transactions, or series of related events will be treated as a single occurrence for purposes of the Aggregate Liability Cap.

The Aggregate Liability Cap is not increased by the existence or amount of any insurance maintained by Neatoware, any insurance proceeds potentially available, or the number of insurance policies, claims, insured persons, or coverage periods potentially implicated.

Application to Particular Claims

Without limiting the general application of this Section, the exclusions of damages and Aggregate Liability Cap apply to claims arising out of or relating to:

- Confidential Information or alleged breach of confidentiality;
- Personal Data, privacy, or data-protection obligations;
- Criminal Justice Information or CJIS-related Services;
- Security Incidents, cybersecurity events, unauthorized access, malware, ransomware, or other security threats;
- Data loss, corruption, backup, restoration, recovery, or business continuity;
- Software, intellectual property, Custom Deliverables, or alleged infringement;
- Professional, consulting, technology, security, monitoring, management, or support Services; and
- Alleged negligence or failure to exercise reasonable care.

The foregoing applies regardless of the legal theory asserted, except solely to the extent applicable law prohibits application of the applicable exclusion or limitation.

Statutory Limitation Options

To the extent applicable law implies a condition, warranty, duty, or remedy that cannot be excluded but permits the resulting liability to be limited, Neatoware's liability will, at Neatoware's election and to the maximum extent permitted by law, be limited to one or more of the following:

1. Replacing the affected Goods or supplying equivalent Goods or Services;
2. Repairing the affected Goods or Work or reperforming the affected Services;
3. Paying the reasonable cost of replacing the affected Goods or Work or obtaining equivalent Goods or Services; or
4. Paying the reasonable cost of repairing the affected Goods or Work or reperforming the affected Services.

Non-Excludable Liability

Nothing in the Agreement excludes, restricts, or limits liability solely to the extent that applicable law prohibits the applicable exclusion, restriction, or limitation.

GENERAL TERMS AND CONDITIONS

No provision identifying a category of liability that may be non-excludable under applicable law creates, expands, admits, or assumes liability beyond that which would otherwise exist under applicable law.

Limitation of Claims

Any claim arising out of or relating to these Conditions, any Product and Services Agreement, or any Goods or Services must be brought within twelve (12) months after the claim accrues.

Claims not brought within that period are forever barred. This contractual limitation period applies to the maximum extent permitted by law and does not extend any shorter limitation period imposed by statute.

23. ERRORS AND OMISSIONS

Neatoware may correct a material clerical, typographical, pricing, calculation, transcription, or specification error in an Estimate, Order, description, Schedule, invoice, or other transactional document.

If Neatoware discovers such an error before substantial performance, delivery, or completion of the affected Goods or Services, Neatoware may provide Client written notice describing the error and the proposed correction. If the correction materially changes the price, quantity, specifications, or scope previously accepted by Client, Client may accept the correction in writing or decline the affected Goods or Services.

If Client declines the correction, or if the parties do not agree upon a correction within a reasonable time, Neatoware may rescind the unperformed or undelivered affected portion of the applicable Estimate, Order, Schedule, or other arrangement by written notice and will refund any amount Client paid for that rescinded portion.

After substantial performance or delivery of the affected Goods or Services, an error may be corrected by mutual written agreement of the parties or as otherwise permitted by applicable law.

Except solely to the extent applicable law prohibits the limitation, any claim or liability arising from an error, correction, or rescission under this Section remains subject to the exclusions, limitations, and Aggregate Liability Cap stated in Section 22.

24. PRIVACY STATEMENTS AND YOUR RIGHTS

Neatoware may collect and use business contact, account, billing, communications, and transaction information as reasonably necessary to administer the parties' relationship, provide the Services, comply with law, protect legal and security interests, and communicate concerning Neatoware's Services. Neatoware's Processing of Personal Data on behalf of Client is governed

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by the Data Processing Addendum. Client is responsible for providing accurate contact, billing, and account information and for promptly notifying Neatoware of material changes.

25. 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.

26. INSURANCE COVERAGE

Except as expressly required by a Product and Services Agreement, Order, Statement of Work, Schedule, or written amendment signed by authorized representatives of both parties, nothing in these Conditions requires Neatoware to procure or maintain any particular type or amount of insurance or to name Client as an additional insured. Neatoware is not required to obtain additional insurance solely because it enters into these Conditions or provides the Services.

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.

Insurance maintained by Neatoware is maintained for Neatoware's protection and does not expand, increase, guarantee, or otherwise modify Neatoware's liability, indemnification obligations, warranties, duties, remedies, or other obligations under the Agreement.

No insurance policy limit, aggregate limit, certificate of insurance, evidence of coverage, coverage description, insurance requirement, or amount of insurance available or potentially available to Neatoware establishes or increases any measure of contractual liability or damages.

Client has no right to recover an amount greater than that otherwise recoverable under the Agreement merely because insurance may exist or because an insurer may provide defense, indemnity, reimbursement, or other coverage to Neatoware.

The exclusions, limitations, Aggregate Liability Cap, defenses, and claim limitations stated in the Agreement apply independently of insurance coverage and without regard to whether a

GENERAL TERMS AND CONDITIONS

particular claim is insured, uninsured, partially insured, subject to a deductible or retention, or excluded from coverage.

27. SUBMITTING SERVICE REQUESTS

To enable Neatoware to provide the agreed Services, Client shall use the following Service Request procedures.

SERVICE REQUEST PROCESS

When submitting a Service Request, Client must use one of the following methods:

- 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

A Client requesting Services outside Business Hours must telephone Neatoware's support line. For a qualifying Platinum Priority 1 incident, telephone notification starts the applicable Priority 1 initial-response clock stated in the Managed Services Pricing schedule. A ticket or email may be submitted to document or supplement the request but does not, by itself, initiate After Hours coverage or start the response-time clock.

Requests submitted outside Business Hours only by ticket or email will be reviewed on the next Business Day unless Neatoware expressly agrees to address them sooner.

Services performed After Hours will be deducted from Client's available included management and support hours when applicable. After those hours are exhausted, or when no included hours apply, the Services will be billed at the applicable After Hours/Emergency Rate and minimum billing increment.

After Hours Services for Clients or requests not covered by Platinum's Priority 1 provisions are subject to Neatoware's availability and do not carry a 24x7 response target unless otherwise expressly agreed in writing.

GENERAL TERMS AND CONDITIONS**28. ACCESS TO SYSTEMS, SITES, AND PEOPLE; RMM AND REMOTE-ACCESS AUTHORIZATION****Client Access and Cooperation**

To enable Neatoware to provide the contracted Services, Client shall provide Neatoware timely and reasonable access to:

- Covered Devices and other components of the System;
- Client facilities and work areas;
- Authorized Client personnel;
- Credentials, accounts, documentation, and technical information; and
- Third-party systems or services included within the contracted scope.

Client shall provide suitable facilities and working conditions for Neatoware personnel performing Services at Client locations. Neatoware will execute any reasonable access agreements, releases, or acknowledgments required by applicable law or Client policy, provided they do not materially conflict with the Agreement.

Scope of Authorization

During the Term, Client authorizes Neatoware to install, configure, update, maintain, operate, and use RMM Software and other tools reasonably necessary to provide the contracted Services on:

1. Devices and infrastructure included in the System under Schedule B; and
2. Other devices temporarily made available to Neatoware for approved diagnostic, discovery, migration, testing, remediation, or support purposes.

Authorized Tools and Functions

Subject to the contracted scope, Neatoware may use:

- RMM agents;
- Remote-access and remote-control software;
- Monitoring and management tools;
- Antivirus, antimalware, endpoint-protection, and endpoint-detection-and-response tools;
- Backup and recovery software;
- Patch-management and software-deployment tools;
- Network-management and security tools;
- Logging, alerting, inventory, documentation, and ticketing tools; and
- Temporary diagnostic or remediation tools.

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These tools may permit Neatoware to monitor device status and health, collect technical and performance information, review system logs, deploy updates and configurations, access or control devices remotely, respond to security alerts, perform backups and recoveries, open or update support tickets, and perform other functions reasonably necessary for the contracted Services.

Neatoware will not use such access for purposes unrelated to the Services, except as required by law.

Least-Privilege Access

Neatoware will use commercially reasonable efforts to limit its access to the systems, information, privileges, and functions reasonably necessary to perform the contracted Services.

Where reasonably practicable and technically supported, Neatoware will:

- Use individually assigned or otherwise controlled administrative accounts;
- Avoid routine use of shared or default credentials;
- Limit privileged access according to job responsibilities;
- Disable access that is no longer required; and
- Periodically review access granted to Neatoware personnel.

Nothing in this paragraph prevents Neatoware from using service accounts, managed credentials, automation accounts, emergency accounts, or other administrative methods reasonably necessary to deliver the Services.

Multi-Factor Authentication and Credential Protection

Neatoware will use multi-factor authentication for privileged remote access to the System where reasonably available, technically supported, and compatible with the applicable systems and Services.

Neatoware will maintain reasonable safeguards for credentials under its control. Client shall maintain reasonable safeguards for credentials under Client's control and shall not knowingly share, disable, bypass, or compromise authentication controls used to protect the System.

Client shall promptly notify Neatoware of any known or suspected compromise of credentials used to access the System.

Logging and Monitoring of Access

Where reasonably available and technically supported by the applicable tools or systems, Neatoware will maintain logs or other records of privileged remote-access activity, administrative

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actions, security alerts, or material configuration changes performed through Neatoware-managed systems.

Logging requirements do not obligate Neatoware to record every screen, keystroke, command, or support session unless such recording is expressly included in the contracted Services or required by applicable law or CJIS policy.

Logs will be retained according to Neatoware's applicable retention practices, the contracted Services, and any requirements stated in the Data Processing Addendum or an applicable Required CJIS Document.

Client Responsibilities

Client shall:

- Keep Covered Devices reasonably accessible, powered, connected, and supported as required for the Services;
- Maintain the physical security, power, cooling, environmental conditions, and connectivity of the System;
- Provide accurate information concerning the System;
- Obtain any employee, user, owner, landlord, or third-party consent required for Neatoware's authorized access;
- Provide Neatoware with reasonably necessary credentials and permissions; and
- Refrain from removing, disabling, bypassing, altering, or materially interfering with Neatoware-managed tools without prior coordination with Neatoware.

Client may request that Neatoware restrict or discontinue a particular form of access or tool. Neatoware will inform Client of any resulting limitation, increased cost, or material effect on the Services. If the requested restriction prevents Neatoware from reasonably providing a contracted Service, the parties will address the affected Service under the applicable change, suspension, or termination provisions.

Emergency Access and Containment

When Neatoware reasonably believes that immediate action is necessary to prevent or limit imminent harm to systems, data, users, or third parties, Neatoware may take reasonable emergency measures within the contracted scope, including:

- Isolating a device;
- Disabling or resetting credentials;
- Terminating a remote session;
- Blocking network traffic or communications;
- Suspending an account, service, agent, or integration;
- Preserving available logs or evidence; or

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- Restricting access to an affected system.

Neatoware will limit emergency measures to those reasonably necessary under the circumstances and will notify Client as soon as reasonably practicable. Client retains Decision Authority over material business, legal, restoration, and long-term remediation decisions, except where immediate action is required by law, the Data Processing Addendum, CJIS requirements, or an imminent security threat.

Failure to Provide or Maintain Access

Client's material failure to provide, maintain, or reasonably cooperate with access required for the contracted Services constitutes a remediable breach governed by the notice, cure, suspension, and termination procedures in Section 4.

Neatoware may take immediate protective action without waiting for a cure period when Client conduct or interference creates an imminent security threat, violates applicable law, or prevents Neatoware from safely accessing or managing the System.

Neatoware may charge its applicable Rates for additional manual work reasonably required because Client removed, disabled, bypassed, or interfered with an authorized tool or access method.

Expiration and Termination

The authorization granted under this Section continues only during the Term and any agreed transition or wind-down period.

Upon expiration or termination of the applicable Services, Neatoware may, as reasonably appropriate:

- Disable Neatoware's remote access;
- Revoke or remove Neatoware-controlled accounts and credentials;
- Remove or disable RMM, monitoring, security, backup, remote-access, and other Neatoware-supplied tools;
- Terminate Neatoware-provided licenses and subscriptions; and
- Provide Client or its successor provider with agreed transition information.

Client shall provide reasonable cooperation and access necessary to complete removal or disabling. Neatoware is not required to transfer tools, licenses, subscriptions, credentials, software, or intellectual property owned by Neatoware or a third party unless transfer is expressly permitted.

Client acknowledges that removal or disabling may leave affected devices without monitoring, management, patching, backup, endpoint protection, remote support, or other Services.

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Software removal and transition assistance remain subject to Section 4, Default, Suspension, and Termination; Section 36, Software, Tools, and Access Upon Termination; and any applicable Schedule.

29. THIRD-PARTY AUTHORIZATIONS

At times, Neatoware may need to communicate with or obtain assistance from Client's third-party providers, such as internet, telecommunications, software, hosting, or equipment vendors. Client shall promptly provide any authorization, account information, consent, or other cooperation reasonably required for Neatoware to communicate with and act on Client's behalf before the applicable third-party provider. Neatoware is not responsible for delays or inability to perform Services resulting from Client's failure to provide the required authorization or cooperation.

30. PAYMENT, LATE PAYMENT, AND PAYMENT DEFAULT

Payment Terms

Invoices are due and payable according to the applicable Agreement, Schedule, Order, or invoice. If no payment term is stated, invoices are due within fifteen (15) calendar days after the invoice date. Client agrees to receive invoices electronically.

Invoice Disputes

Client shall notify Neatoware in writing of any good-faith invoice dispute within ten (10) calendar days after receiving the invoice. The notice must identify the disputed charge and describe the basis for the dispute in reasonable detail.

Client shall timely pay all undisputed portions of the invoice. The parties will cooperate in good faith to resolve a properly submitted dispute. An invoice dispute does not suspend Client's obligation to pay undisputed amounts.

Payment Default and Cure

Failure to pay an undisputed amount when due constitutes a Payment Default.

If an amount remains unpaid after its due date, Neatoware may provide Client written notice of Payment Default under Section 4. Client shall have ten (10) calendar days after receiving the notice to cure the Payment Default by paying the undisputed past-due amount.

Neatoware will not suspend or terminate Services solely because of a Payment Default before expiration of that ten-day cure period. If Client does not cure the Payment Default within the cure period, Neatoware may exercise the suspension, termination, collection, and other remedies described in Section 4 and elsewhere in these Conditions.

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Interest

To the extent permitted by O.C.G.A. § 7-4-16, amounts that remain due and payable for thirty (30) days or more may bear interest at the lesser of:

1. One and one-half percent (1.5%) per month; or
2. The maximum rate permitted by applicable law.

Interest may be calculated from the original date the amount became due until paid in full.

Interest and late-payment provisions applicable to a Public-Sector Client remain subject to the applicable Public-Sector Rider and applicable law.

Collection Costs

Client shall reimburse Neatoware for reasonable collection costs and expenses incurred in recovering undisputed past-due amounts, including attorneys' fees, but only to the extent recoverable under the Agreement and applicable law.

Application of Payments

Unless applicable law requires otherwise, Neatoware may apply payments:

1. First, to recoverable costs and expenses;
2. Second, to accrued interest; and
3. Third, to outstanding principal, beginning with the oldest unpaid amount.

Repayment Arrangements

Any agreement permitting Client to pay a past-due amount in installments must be in writing. Failure to make a payment required by a repayment arrangement constitutes a Payment Default subject to the notice and cure process in Section 4, unless the written repayment arrangement expressly provides otherwise.

Returned Payments

To the extent permitted by law, Client shall pay any bank fees and returned-payment charges incurred by Neatoware because a check, electronic transfer, draft, or other payment is dishonored.

After two returned payments within any twelve-month period, Neatoware may require future payments by wire transfer, ACH, cashier's check, money order, certified funds, or another reasonably secure payment method.

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A returned payment that causes an amount to remain unpaid when due constitutes a Payment Default and is governed by the notice and cure process in Section 4.

Cumulative Remedies

Suspension, termination, collection, interest, and other remedies are cumulative. Exercise of one remedy does not waive another available remedy. Neatoware's acceptance of a late or partial payment does not waive an existing default unless Neatoware expressly agrees otherwise in writing.

31. NON-SOLICITATION OF PERSONNEL

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 shall pay Neatoware as liquidated damages an amount equal to the greater of: (a) one hundred percent (100%) of the employee's or contractor's total annual compensation; or (b) the actual, documented costs incurred by Neatoware to identify, recruit, hire, onboard, and train a suitable replacement, including recruiting fees, training costs, and reasonable lost-productivity costs during the ramp-up period. The parties agree that this amount is a reasonable pre-estimate of the damages Neatoware would suffer and is not intended as a penalty. Neatoware may exercise its rights and remedies under Section 4, including termination where the breach remains uncured or is not reasonably capable of cure.

32. SOFTWARE, SUBSCRIPTIONS, AND INTELLECTUAL PROPERTY**Client-Owned Software and Licenses**

Client is responsible for:

- Obtaining and maintaining all licenses required for Client-Owned Software;
- Paying all applicable licensing, subscription, renewal, maintenance, and support fees;
- Complying with applicable license agreements and vendor terms;
- Maintaining records, license keys, account information, and proof of entitlement; and
- Ensuring that Client has authority to permit Neatoware to install, access, configure, manage, support, or use Client-Owned Software in connection with the Services.

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Neatoware may install, administer, configure, update, or support Client-Owned Software within the contracted scope. Neatoware does not acquire any ownership interest in Client-Owned Software merely by installing, configuring, or supporting it.

Client shall not direct Neatoware to install, reproduce, access, or use software for which Client lacks sufficient authorization. Client is responsible for claims arising from Client's unauthorized use or licensing of Client-Owned Software, except to the extent caused by Neatoware's use outside Client's instructions or the contracted scope.

Third-Party Subscriptions Supplied by Neatoware

Third-Party Subscriptions may include:

- Groupware, email, contacts, calendars, tasks, and related services;
- Antivirus, antimalware, endpoint-protection, and endpoint-detection-and-response platforms;
- Backup, replication, recovery, and off-site storage services;
- Cybersecurity-awareness training;
- Remote monitoring and management components;
- Cloud hosting, telecommunications, VoIP, security, and other vendor services; and
- Other third-party products included in a selected tier, Schedule, Order, or Service.

Third-Party Subscriptions remain owned by their respective licensors and are subject to the applicable vendor's license terms, acceptable-use policies, privacy terms, technical limitations, and service conditions. Client agrees to comply with those terms to the extent they apply to Client's use.

Unless otherwise expressly stated in writing:

1. Third-Party Subscriptions are licensed or made available to Client, not sold;
2. The right to use them is limited to the applicable subscription period and contracted Services;
3. They may not be transferred, sublicensed, resold, or used outside the authorized scope;
4. They may be changed, discontinued, suspended, or replaced by the applicable vendor;
5. Neatoware does not warrant that a third-party vendor will continue offering a particular product, feature, integration, price, or service; and
6. Neatoware may substitute a reasonably comparable product when the original product becomes unavailable, materially changes, presents a security or support concern, or is no longer commercially reasonable to provide.

Client is responsible for usage, seat, mailbox, device, storage, licensing, and other charges exceeding the quantities included in the contracted Services.

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Unless the parties agree otherwise in writing, Third-Party Subscriptions supplied as part of a Managed Services tier terminate when the applicable Services terminate. Client may request assistance obtaining replacement subscriptions or transferring eligible accounts, subject to vendor restrictions, applicable Fees, and payment of all amounts due.

Neatoware Tools

Neatoware and its licensors retain all ownership and intellectual-property rights in Neatoware Tools. No ownership interest in Neatoware Tools transfers to Client.

During the Term, Neatoware grants Client a limited, non-exclusive, non-transferable, non-sublicensable right to use Neatoware Tools made directly available to Client solely as necessary to receive the contracted Services.

Client shall not, except as permitted by applicable law or expressly authorized in writing:

- Copy, sell, sublicense, distribute, or commercially exploit Neatoware Tools;
- Reverse engineer, decompile, or attempt to derive their source code;
- Remove proprietary notices;
- Permit unauthorized third-party access; or
- Use Neatoware Tools to provide services to another person or entity.

The limited right to use Neatoware Tools ends when the applicable Services terminate. Neatoware may remove, disable, or revoke access to those tools in accordance with the termination, transition, and software-removal provisions of these Conditions.

Custom Deliverables

Unless the applicable Estimate, Order, or Statement of Work expressly provides otherwise, Neatoware retains ownership of all intellectual-property rights in Custom Deliverables. Upon full payment, Neatoware grants Client a perpetual, non-exclusive, royalty-free license to use, reproduce, modify, maintain, and permit its employees, contractors, and successor service providers to use the Custom Deliverables solely for Client's internal business, governmental, operational, security, continuity, or information-technology purposes.

Client may provide Custom Deliverables to a successor service provider solely for the purpose of supporting Client. Client may not sell, publish, license, sublicense, distribute, or commercially exploit Custom Deliverables for the benefit of unrelated third parties without Neatoware's prior written consent.

The license granted for Custom Deliverables survives expiration or termination of the Agreement.

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Background Materials Incorporated into Custom Deliverables

Custom Deliverables may incorporate or depend upon Neatoware Tools, reusable code, templates, methods, libraries, routines, utilities, processes, know-how, or other materials developed independently of the specific Client engagement. Those materials are “Background Materials” and remain the exclusive property of Neatoware or its licensors.

To the extent Background Materials are embedded in and reasonably necessary to use a fully paid Custom Deliverable, Neatoware grants Client a perpetual, non-exclusive, royalty-free license to use those Background Materials only as incorporated into the Custom Deliverable and only for the internal purposes authorized above.

Nothing requires Neatoware to provide:

- Source code;
- Development environments;
- Internal repositories;
- Administrative access to Neatoware systems;
- General-purpose tools or templates;
- Credentials belonging to Neatoware or another client; or
- Materials that Neatoware is prohibited from transferring under a third-party agreement,

unless expressly required by an applicable Estimate, Order, Statement of Work, or Schedule.

Client Data and Client Materials

As between Neatoware and Client, Client retains ownership of:

- Client’s data;
- Client-created documents and content;
- Client trademarks and branding;
- Client policies and procedures;
- Credentials and accounts owned by Client;
- Materials supplied by Client to Neatoware; and
- Client-specific records generated from Client’s systems, except for Neatoware’s underlying tools, formats, templates, and technology.

Client grants Neatoware a limited right to access, use, copy, transmit, store, and process Client Data and Client Materials only as reasonably necessary to provide the Services, comply with Client’s documented instructions, protect the Services and System, or comply with applicable law.

Processing of Personal Data and CJI is also governed by the Data Processing Addendum.

GENERAL TERMS AND CONDITIONS**Client Configurations and Documentation**

Subject to full payment, Client is entitled to receive a reasonably usable copy of material Client-specific documentation maintained by Neatoware as part of the contracted Services, including, where applicable:

- Network diagrams;
- Device inventories;
- Client-specific configuration records;
- Recovery information;
- Client-owned account information;
- Operational procedures prepared specifically for Client; and
- Other agreed transition documentation.

Neatoware may withhold or redact passwords, private keys, internal administrative credentials, security information relating to other clients, Neatoware proprietary information, and information that Neatoware is prohibited from disclosing; provided, however, that this restriction does not apply to Client-owned credentials, accounts, or account information that Client is entitled to control or receive under this Section.

The provision of Client-specific documentation does not transfer ownership of the underlying Neatoware Tools, templates, systems, methods, or Background Materials used to create or maintain it.

Open-Source and Third-Party Components

Software or Custom Deliverables may contain open-source or other third-party components. Those components remain subject to their applicable licenses, which control over conflicting provisions of these Conditions with respect to those components.

Neatoware will not knowingly impose restrictions on an open-source component that are inconsistent with its applicable license.

Effect of Expiration or Termination

Upon expiration or termination:

1. Client retains its ownership of Client Data, Client Materials, and Client-Owned Software;
2. Client retains the perpetual internal-use license granted for fully paid Custom Deliverables;
3. Client's right to use Third-Party Subscriptions ends unless the subscription is transferred or continued under a separate arrangement;
4. Client's right to use Neatoware Tools ends, except to the limited extent incorporated into a licensed Custom Deliverable;

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5. Neatoware may remove or disable Neatoware Tools and Third-Party Subscriptions in accordance with these Conditions; and
6. The parties will reasonably cooperate concerning the return, export, transition, or deletion of Client Data as required by the Agreement and Data Processing Addendum.

33. CONFIDENTIALITY AND TRADE SECRETS

Confidentiality Obligations

Each party may receive or obtain Confidential Information belonging to the other party in connection with the negotiation, performance, administration, enforcement, or termination of an Agreement.

The party disclosing Confidential Information is the “**Disclosing Party**,” and the party receiving Confidential Information is the “**Receiving Party**.”

The Receiving Party shall:

1. Use the Disclosing Party’s Confidential Information only as reasonably necessary to perform, receive, administer, enforce, or exercise rights under the applicable Agreement;
2. Protect the Confidential Information using at least reasonable care and no less than the degree of care it uses to protect its own confidential information of a similar nature;
3. Limit access to persons who have a legitimate need to know the information for purposes related to the Agreement and who are subject to contractual, professional, statutory, or other legally enforceable confidentiality obligations;
4. Not disclose the Confidential Information except as permitted by this Section or authorized in writing by the Disclosing Party; and
5. Promptly notify the Disclosing Party of any known unauthorized use or disclosure, except where notice is prohibited by law or would compromise a lawful investigation.

Notification of a Security Incident within the scope of the Data Processing Addendum is governed by that Addendum and any applicable Required CJIS Documents. If a Required CJIS Document imposes a more specific or protective notification, handling, or response requirement, that requirement controls.

The Receiving Party is responsible for compliance with this Section by its employees, contractors, subprocessors, and other persons to whom it provides Confidential Information, subject to the limitations of liability and other provisions of the applicable Agreement.

Confidential Information

“Confidential Information” includes non-public information that is designated as confidential or that reasonably should be understood to be confidential based on its nature or the circumstances of disclosure.

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Neatoware Confidential Information

Neatoware's Confidential Information may include:

- Pricing, proposals, Estimates, service methods, financial information, business plans, vendor relationships, and other non-public commercial information;
- Neatoware Tools, Background Materials, scripts, automation, configurations, templates, processes, methods, documentation systems, and technical know-how;
- Credentials, keys, access methods, security architecture, vulnerability information, incident information, threat intelligence, monitoring procedures, and internal security controls;
- Information relating to Neatoware's personnel, clients, contractors, systems, infrastructure, or operations; and
- Other information that reasonably should be understood to be confidential based on its nature or the circumstances of disclosure.

Nothing in this Section transfers ownership of Neatoware Tools, Background Materials, Custom Deliverables, software, intellectual property, or other materials. Ownership and licensing rights are governed by Section 32, Software, Subscriptions, and Intellectual Property, and any applicable Estimate, Order, Statement of Work, Schedule, or amendment.

Client Confidential Information

Client's Confidential Information may include:

- Client Data and Client Materials;
- Personal Data, Criminal Justice Information, law-enforcement-sensitive information, and other regulated or legally protected information;
- Passwords, credentials, cryptographic keys, access codes, network diagrams, system configurations, vulnerabilities, logs, incident information, and security procedures;
- Information concerning Client's employees, officials, users, customers, residents, patients, students, vendors, contractors, or other individuals;
- Business, financial, operational, legal, investigative, personnel, and strategic information; and
- Other information that reasonably should be understood to be confidential based on its nature or the circumstances of disclosure.

Neatoware's Processing of Personal Data and Criminal Justice Information is also governed by the Data Processing Addendum and any applicable Required CJIS Documents. If a Required CJIS Document imposes a more specific or protective requirement, that requirement controls.

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Exclusions

Confidential Information does not include information that the Receiving Party can demonstrate:

1. Is or becomes publicly available through no breach of the applicable Agreement;
2. Was lawfully known to the Receiving Party without restriction before disclosure by the Disclosing Party;
3. Is lawfully received from a third party that is not under a duty of confidentiality concerning the information;
4. Is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information;
5. Is approved for unrestricted release by the Disclosing Party in writing; or
6. Is required to be disclosed by applicable law, regulation, subpoena, court order, regulatory requirement, audit requirement, or public-records law, subject to the Required Disclosures provisions below.

Information does not lose its confidential status merely because individual elements are publicly known when the compilation, arrangement, context, analysis, or combination of those elements is not publicly known.

The burden of establishing that an exclusion applies rests with the Receiving Party.

Permitted Disclosures

The Receiving Party may disclose Confidential Information:

1. To its employees, contractors, subprocessors, attorneys, accountants, auditors, insurers, financing sources, and professional advisors who reasonably need the information for purposes related to the Agreement and who are subject to appropriate confidentiality obligations;
2. As reasonably necessary to investigate, prevent, contain, report, or respond to fraud, unlawful conduct, a Security Incident, a threat to persons or property, or a material violation of the Agreement;
3. To a regulator, law-enforcement agency, CJIS authority, insurer, or other governmental authority when required or reasonably appropriate under applicable law or the Agreement;
4. In connection with a proposed merger, acquisition, financing, reorganization, sale of assets, or change of control, provided that the recipient is subject to appropriate confidentiality obligations; or
5. With the Disclosing Party's prior written consent.

A party making a permitted disclosure shall limit the disclosure to the Confidential Information reasonably necessary for the permitted purpose.

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If the Receiving Party is required by law, regulation, subpoena, court order, regulatory request, audit requirement, or public-records law to disclose Confidential Information, the Receiving Party shall, to the extent legally permitted and reasonably practicable:

1. Promptly notify the Disclosing Party;
2. Provide reasonable information and cooperation so the Disclosing Party may seek a protective order, exemption, confidential treatment, or other available remedy;
3. Disclose only the portion of the Confidential Information legally required to be disclosed; and
4. Use reasonable efforts to preserve the confidential treatment of the disclosed information.

The Disclosing Party is responsible for the cost of seeking a protective order, exemption, or other relief, except to the extent the required disclosure results from the Receiving Party's breach of the Agreement.

Nothing in this Section requires a Public-Sector Client to withhold a record that it is legally required to disclose. Neatoware may identify information that it reasonably believes qualifies as a trade secret, security-sensitive record, proprietary record, or other information exempt from disclosure and may provide information supporting the claimed protection. Client retains responsibility for determining and complying with its obligations under applicable public-records law.

Agreement Terms, Names, and Public Announcements

The non-public terms of an Agreement may be disclosed to the parties' governing bodies, employees, attorneys, accountants, auditors, insurers, lenders, regulators, procurement personnel, and professional advisors who reasonably need to know them.

Neither party shall, without the other party's prior written consent:

- Issue a press release, public announcement, marketing statement, or case study concerning the relationship;
- Use the other party's name, trademarks, service marks, logos, or branding in advertising or promotional materials; or
- State or imply that the other party endorses its products, services, business, or organization.

The foregoing restrictions do not prohibit:

1. A disclosure required by applicable law or public-records requirements;
2. A factual customer or vendor reference previously approved in writing; or

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3. A use expressly permitted elsewhere in the Agreement.

Sensitive and Legally Protected Information

Regardless of the period applicable to ordinary Confidential Information, the Receiving Party shall protect the following information for as long as it remains confidential, sensitive, or legally protected:

- Personal Data;
- Criminal Justice Information;
- Passwords, credentials, cryptographic keys, tokens, access codes, and authentication information;
- Network diagrams, system configurations, security architecture, vulnerabilities, penetration-test information, incident information, security procedures, and other security-sensitive records;
- Legally privileged information;
- Information subject to a legal hold, court order, statutory confidentiality requirement, or professional duty; and
- Information that qualifies as a Trade Secret.

The Receiving Party shall not disclose credentials or authentication information to unauthorized persons. When such information is no longer required, it shall be returned, transferred, disabled, changed, revoked, or securely destroyed as reasonably appropriate to the applicable Services, security requirements, and transition process.

Return and Destruction

Upon the Disclosing Party's written request or upon expiration or termination of the applicable Agreement, the Receiving Party shall, within a commercially reasonable period and subject to the provisions below:

1. Return or securely destroy Confidential Information that is no longer reasonably required;
2. Discontinue unnecessary access to that information; and
3. Upon reasonable written request, confirm completion of the return or destruction.

The Receiving Party may retain Confidential Information only to the extent:

1. Required by applicable law, regulation, court order, professional obligation, insurance requirement, audit requirement, or litigation hold;
2. Maintained in routine backups from which the information cannot reasonably be isolated for immediate deletion;
3. Required under a bona fide written records-retention policy consistently applied in the ordinary course of business; or

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4. Contained in one archival copy maintained solely for legal, regulatory, insurance, audit, or dispute-resolution purposes.

Retained Confidential Information:

- Remains subject to this Section;
- Shall not be used for any unrelated business or operational purpose;
- Shall remain accessible only to persons with a legitimate legal, compliance, security, or records-management need; and
- Shall be deleted or destroyed when the applicable retention requirement expires or through the ordinary backup-overwrite process.

Return, retention, and deletion of Personal Data and CJI are also governed by the Data Processing Addendum and any applicable Required CJIS Documents. If a Required CJIS Document imposes a more specific, stricter, or faster disposition requirement, that requirement controls.

No Implied License or Transfer

Disclosure of Confidential Information does not grant the Receiving Party any ownership interest, license, or other right in the Confidential Information except for the limited right to use it for purposes expressly permitted by the Agreement.

Ownership and licensing rights concerning Client Data, Client Materials, Client-Owned Software, Third-Party Subscriptions, Neatoware Tools, Background Materials, Custom Deliverables, configurations, and documentation are governed by Section 32, Software, Subscriptions, and Intellectual Property.

Duration

The confidentiality obligations concerning ordinary Confidential Information continue during the Term and for five (5) years after the later of:

1. The last disclosure of the applicable Confidential Information; or
2. Expiration or termination of the applicable Agreement.

The confidentiality obligations concerning Trade Secrets continue for as long as the information qualifies as a Trade Secret under applicable law.

The confidentiality obligations concerning Personal Data, CJI, credentials, authentication information, security-sensitive information, legally privileged information, and information protected by statute, regulation, court order, or professional duty continue for as long as the information remains confidential, sensitive, or legally protected.

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Nothing in this Section authorizes either party to retain Confidential Information longer than permitted by the Agreement, the Data Processing Addendum, applicable Required CJIS Documents, or applicable law.

Equitable Relief

The parties acknowledge that unauthorized use or disclosure of Confidential Information may cause harm for which monetary damages alone may not provide an adequate remedy.

Subject to applicable law, sovereign immunity, official immunity, and the applicable Public-Sector Rider, the Disclosing Party may seek temporary, preliminary, or permanent injunctive or other equitable relief to prevent or remedy an actual or threatened breach of this Section, in addition to other remedies available under the Agreement or applicable law.

Survival

This Section survives expiration or termination of the applicable Agreement for the periods stated above.

34. 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.

35. SOFTWARE UPDATES

Managing the System may include applying appropriate firmware and software updates to the System within a reasonable time. We shall determine what updates are appropriate and what constitutes a reasonable 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.

36. SOFTWARE, TOOLS, AND ACCESS UPON TERMINATION

The expiration or termination of the applicable Agreement or any applicable Service is governed by Section 4, and the parties' respective rights concerning software, subscriptions,

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tools, deliverables, and intellectual property are governed by Section 32, Software, Subscriptions, and Intellectual Property.

Upon expiration or termination of the applicable Services, Neatoware may:

1. Disable or remove Neatoware Tools installed on or made available through Client's systems;
2. Terminate, disable, or remove nontransferable Third-Party Subscriptions whose licenses or authorized use end with the applicable Services;
3. Disable or revoke Neatoware-controlled credentials, accounts, certificates, access tokens, remote-access methods, administrative access, and integrations;
4. Remove software whose license or authorized use expressly ends with the applicable Services; and
5. Take other reasonable measures necessary to prevent continued unauthorized use of Neatoware-owned or third-party software, services, licenses, or access.

Client shall provide cooperation and access necessary for Neatoware to complete these actions. Neatoware may satisfy a removal obligation by disabling access, revoking authorization, or rendering the applicable software or service unusable when physical uninstallation is impracticable, unnecessary, or likely to disrupt Client's systems.

Unless otherwise expressly provided in Section 32, Software, Subscriptions, and Intellectual Property, or a signed writing, termination does not require the removal or surrender of:

1. Client-Owned Software;
2. Software independently licensed by Client;
3. Custom Deliverables for which Client has a continuing license under Section 32, Software, Subscriptions, and Intellectual Property;
4. Client Data, configurations, or documentation that Client is entitled to retain;
5. Third-Party Subscriptions that are transferable and have been validly transferred to Client; or
6. Software whose license continues independently of the terminated Services.

Neatoware is not required to transfer any Neatoware Tools, nontransferable license, proprietary credential, internal administrative account, source code, development repository, Background Materials, or other item that Section 32, Software, Subscriptions, and Intellectual Property identifies as owned or controlled by Neatoware or a third party.

37. REMEDIES AND ATTORNEYS' FEES

Cumulative Remedies. Except as otherwise expressly stated in the Agreement, the rights and remedies available to Neatoware are cumulative and are in addition to any other rights or remedies available under the Agreement, at law, or in equity. The exercise of one right or remedy does not preclude the exercise of another.

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Attorneys' Fees. If Neatoware prevails in an action or proceeding to enforce the Agreement, including an action to recover unpaid amounts or remedy a breach or default, Neatoware is entitled to recover from Client the reasonable attorneys' fees and court costs incurred in that action or proceeding, in addition to any other available relief, to the extent permitted by applicable law.

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

The applicable Agreement constitutes the entire agreement and understanding between the parties concerning its subject matter and supersedes all prior or contemporaneous agreements, negotiations, representations, promises, and understandings concerning that subject matter.

No representation, promise, commitment, or understanding, whether oral or written, is binding unless it is expressly contained in the Agreement or subsequently incorporated through a written amendment signed by authorized representatives of both parties.

If any provision of these Conditions or any related Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision shall be modified to the minimum extent necessary to make it valid and enforceable, or if modification is not possible, severed. The remaining provisions shall continue in full force and effect.

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.

An Agreement 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 printout of an electronic form will be deemed an original for all purposes.

39. SURVIVAL

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

- Payment and agreed-damages obligations arising under Section 4, including Client Breach During a Commitment Term and Client Termination for Convenience;
- Client Indemnification (Section 21);
- Liability (Section 22), including all exclusions, limitations, claim periods, and the Aggregate Liability Cap;
- Confidentiality and Trade Secrets (Section 33), including return, destruction, retention, and continuing-protection obligations, for the periods stated in that Section;
- Non-Solicitation of Personnel (Section 31);

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- Software, Subscriptions, and Intellectual Property (Section 32), including provisions concerning Third-Party Subscriptions, Neatoware Tools, Background Materials, Custom Deliverables, ownership rights, and license restrictions;
- Software, Tools, and Access Upon Termination (Section 36);
- Payment, Late Payment, and Payment Default (Section 30);
- Taxes (Section 34);
- Insurance Coverage (Section 26);
- Remedies and Attorneys' Fees (Section 37); and
- Any other provision that, by its nature or express terms, is intended to survive expiration or termination.

END OF GENERAL TERMS AND CONDITIONS