

PUBLIC-SECTOR RIDER

to the Neatoware Product and Services Agreement

Version 2026-08-16

This Public-Sector Rider (the "Rider") applies when Client is a Georgia county, city, consolidated government, sheriff's office, E-911 authority, political subdivision, instrumentality, or other governmental entity and the Product and Services Agreement identifies this Rider as applicable. The Rider forms part of the Agreement.

1. PRIORITY AND APPLICABILITY

This Rider controls over conflicting provisions of the Product and Services Agreement, its Schedules, the General Terms and Conditions, and the Managed Services Pricing schedule with respect to the matters addressed in this Rider. The Data Processing Addendum and applicable Required CJIS Documents control with respect to operational Personal Data and CJI requirements. Nothing in the Data Processing Addendum or a Required CJIS Document waives sovereign or official immunity or expands Client's payment, indemnification, or other obligations beyond the maximum extent permitted by applicable law and this Rider. Applicable law and mandatory governmental requirements control to the extent they cannot lawfully be modified by contract.

2. SOVEREIGN AND OFFICIAL IMMUNITY

Nothing in the Agreement waives the sovereign immunity of Client or the official immunity of its officers, employees, or agents. Claims remain subject to all applicable constitutional and statutory immunities, ante-litem notice requirements, limitations, defenses, and claims procedures.

3. ANNUAL TERMINATION, APPROPRIATION, AND ANNUAL OBLIGATION

If O.C.G.A. § 36-60-13 applies, the Agreement terminates absolutely and without further obligation on Client at the close of the applicable calendar or fiscal year in which it is executed and at the close of each succeeding annual period for which it is renewed.

Each calendar or fiscal year is a separate annual renewal period. If Automatic Renewal is selected in Section 2 of the Product and Services Agreement, the Agreement renews for the succeeding annual period unless Client provides written notice of nonrenewal at least thirty (30) days before the close of the current annual period. If Mutual Written Agreement is selected, renewal requires mutual written agreement. Renewal is contingent on lawful appropriation of funds.

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If the approved annual not-to-exceed amount is insufficient to cover the pricing applicable to a succeeding annual period, the parties must agree in writing before renewal to either a revised annual not-to-exceed amount or a revised scope of Services. Absent such agreement, the Agreement will not renew for the succeeding annual period, and Client will not be obligated for any amount exceeding the approved annual not-to-exceed amount.

These fields must be completed before execution when O.C.G.A. § 36-60-13 applies.

Client Annual Period (select one):

- ☐ Calendar year ending December 31
- ☐ Fiscal year ending _____

Annual-Period Selection Rule. When O.C.G.A. § 36-60-13 applies, exactly one Client Annual Period must be selected and the applicable Maximum Annual Obligation fields must be completed before execution. If neither or both annual-period options are selected, Neatoware is not required to commence recurring Services until the selection is corrected in a writing signed by authorized representatives of both parties. Applicable law and mandatory governmental requirements control notwithstanding an incomplete selection.

Annual Period	Maximum Annual Obligation
Initial calendar or fiscal year	Not to exceed \$ _____
Each succeeding calendar or fiscal year	Not to exceed \$ _____ unless revised in writing by Client's governing body before the renewal year begins

The annual not-to-exceed amount applies to Fees and charges payable under the Agreement without further written authorization. Separately approved Estimates, Orders, projects, equipment purchases, and signed amendments are excluded only when they constitute separately authorized contractual obligations and independently satisfy all applicable approval, appropriation, procurement, and annual-obligation requirements.

Client remains responsible for Fees, expenses, and other amounts properly incurred during the applicable annual period, subject to the approved annual not-to-exceed amount. Client has no obligation for Services scheduled after the close of that annual period unless the Agreement is renewed.

4. GEORGIA OPEN RECORDS ACT

Client is subject to the Georgia Open Records Act, O.C.G.A. § 50-18-70 et seq. Neatoware will reasonably cooperate with Client in responding to requests relating to the Agreement and may assert applicable exemptions or protections for trade secrets, proprietary information, or security-sensitive information.

5. STATUTORY PAYMENT RESTRICTIONS

Payments are subject to applicable Georgia payment statutes, procurement requirements, fiscal controls, and other legal restrictions. Client is not obligated to pay interest or late fees except as permitted by Georgia law. Payment obligations remain subject to lawful appropriation and the approved annual not-to-exceed amount.

6. INDEMNIFICATION

Client's indemnification obligations, if any, are limited to the maximum extent permitted by Georgia law and do not waive sovereign or official immunity.

7. NO PLEDGE OF CREDIT, COLLATERAL, OR POWER OF ATTORNEY

Client does not grant Neatoware any security interest, collateral right, pledge of credit, irrevocable power of attorney, or self-help repossession or entry right concerning Client's property, funds, or premises.

8. ASSIGNMENT AND CHANGE OF CONTROL

Neither party may assign the Agreement without the other party's prior written consent. Neatoware will provide written notice of a change of control. Client may, within ninety (90) days after receiving that notice, terminate the Agreement on thirty (30) days' written notice if it reasonably determines that the change of control is not in its best interests.

9. RECORDS RETENTION

Neatoware will retain the executed Agreement and other governing contract documents, including amendments and material procurement or contracting authorizations maintained by Neatoware, throughout the Term and for at least twelve (12) months after expiration or termination of the Agreement.

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Neatoware will retain billing, service-performance, and audit records reasonably necessary to document the Services performed and amounts charged for at least twelve (12) months after the applicable record is created or the Services to which it relates are performed.

Notwithstanding the foregoing, Neatoware will retain records for any longer period required by applicable law, an applicable governmental records-retention requirement, a valid legal hold or preservation obligation, or a Required CJIS Document.

During the applicable retention period, Neatoware will make such records available to Client or its auditors on reasonable notice.

This Section does not independently require Neatoware to retain Client Data, Personal Data, CJI, backup content, credentials, security telemetry, system content, or other operational data beyond the period otherwise required or permitted by applicable law, the Data Processing Addendum, applicable Required CJIS Documents, or the contracted Services. Return, deletion, retention, and disposition of such information are governed by those requirements.

10. CJIS ACCESS AND PERSONNEL REQUIREMENTS

When the Services involve CJI, the CJIS provisions of the Data Processing Addendum and all applicable Required CJIS Documents apply. Neatoware will comply with the FBI CJIS Security Policy and applicable Georgia GCIC requirements for the duration of the engagement to the extent applicable to Neatoware's contracted role.

11. VENUE AND DISPUTE RESOLUTION

A dispute arising under the Agreement will be resolved in the Superior Court of the county in which Client's principal offices are located, or in another Georgia court of competent jurisdiction mutually agreed by the parties. The parties waive arbitration unless they later agree to it in writing. This provision does not limit any remedy available under Georgia law.

12. INCORPORATION

This Rider is incorporated into and executed as part of the Product and Services Agreement. No separate signature is required when the Product and Services Agreement identifies this Rider as applicable and is executed by both parties.

END OF PUBLIC-SECTOR RIDER