ARGUS CLOUD HOSTING AND MANAGED SERVICES AGREEMENT

This Argus Cloud Hosting and Managed Services Agreement (“Agreement”) is entered into as of the Effective Date by and between:

Argus (“Provider”)

and

Customer (“Customer”)

Provider and Customer may each be referred to individually as a “Party” and collectively as the “Parties.”

This Agreement establishes the terms and conditions under which Argus will provide cloud hosting, managed services, infrastructure management, technical support, and related services to Customer.

1. DEFINITIONS

1.1 Services

“Services” means the cloud hosting, managed infrastructure, support services, software-related services, and other services provided by Argus as described in this Agreement and applicable Schedules.

1.2 Customer Data

“Customer Data” means all information, files, records, databases, applications, and business information provided by or belonging to Customer and stored within the hosted environment.

1.3 Hosted Environment

“Hosted Environment” means the cloud-based computing environment managed by Argus for Customer, including servers, storage, networking, operating systems, and related infrastructure.

1.4 Cloud Infrastructure Providers

“Cloud Infrastructure Providers” means third-party cloud providers used by Argus to deliver Services, including Amazon Web Services (AWS), Oracle Cloud Infrastructure (OCI), and other enterprise cloud platforms selected by Argus.

1.5 Authorized Users

“Authorized Users” means Customer employees, contractors, or other individuals approved by Customer to access the Services.

2. SCOPE OF SERVICES

Argus shall provide Customer with professional cloud hosting and managed services designed to support Customer's business applications and operational requirements.

Services may include:

- ERP hosting and managed infrastructure;
- Microsoft environment management;
- Remote Desktop Services (RDP);
- Site-to-site VPN services;
- Oracle Cloud services;
- Cloud infrastructure management;
- Technical help desk support;
- Additional product and application support.

The specific services, quantities, and applicable charges are documented in Schedule C – Monthly Services and Billing Schedule.

3. HOSTING SERVICES

3.1 Cloud Infrastructure

Argus provides hosted services using enterprise-grade cloud infrastructure, including Amazon Web Services (AWS), Oracle Cloud Infrastructure (OCI), and other approved cloud platforms as determined by Argus.

Argus reserves the right to modify or migrate underlying cloud infrastructure where such changes are intended to improve security, reliability, performance, or operational efficiency.

3.2 Managed Services

Argus provides ongoing management of Customer hosted environments, including:

- Server administration;
- Operating system management;
- Security updates;
- Performance monitoring;
- Infrastructure maintenance;

● Backup monitoring;

● Incident management;

● Operational support.

3.3 Security Management

Argus implements commercially reasonable administrative and technical safeguards designed to protect Customer environments against unauthorized access, data loss, and operational disruption.

Security measures may include:

● Firewall protection;

● User authentication controls;

● Security monitoring;

● Access controls;

● Malware protection;

● System updates.

3.4 Third-Party Software

Certain software products, including Microsoft products, ERP software, database software, and other applications, may be licensed separately from third-party vendors.

Customer remains responsible for applicable third-party licensing requirements unless specifically included in the Pricing Schedule.

Argus is not responsible for third-party vendor pricing changes, licensing changes, or product discontinuation.

4. SUPPORT SERVICES

Argus provides standard technical support during:

8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday, excluding recognized U.S. holidays.

Critical Severity Incidents may be escalated through Argus cloud infrastructure provider support channels, including AWS and Oracle Cloud Infrastructure.

Argus will use commercially reasonable efforts to restore affected services as quickly as practical.

5. FEES AND BILLING

5.1 Fees

Customer agrees to pay all fees specified in **Schedule C** – Monthly Services and Billing Schedule.

Fees may include:

● Monthly recurring service fees;

● Per-user or per-resource charges;

● Cloud infrastructure consumption costs;

● Third-party software licensing fees (if applicable);

● One-time setup or onboarding fees.

5.2 Invoicing

Argus will invoice Customer on a monthly basis unless otherwise specified in **Schedule C.**

Invoices will be issued electronically and are deemed received upon transmission.

5.3 Payment Terms

All invoices are due within thirty (30) days of the invoice date unless otherwise agreed in writing.

Late payments may result in:

● Suspension of Services;

● Interest charges at the lesser of 1.5% per month or the maximum allowed by law;

● Recovery of collection costs.

5.4 Suspension for Non-Payment

Argus reserves the right to suspend Services if payment is not received within the agreed terms.

Suspension does not relieve Customer of payment obligations.

6. SERVICE LEVELS (SLA)

6.1 Availability

Argus will use commercially reasonable efforts to maintain 99.9% monthly uptime for core hosted infrastructure, excluding:

● Scheduled maintenance;

● Force majeure events;

● Third-party provider outages;

● Customer-caused disruptions.

6.2 Support Response Times

Severity levels are defined as:

● Critical: System-wide outage or business stoppage — response within 1 hour

● High: Major functionality impaired — response within 4 hours

● Medium: Partial impairment — response within 1 business day

● Low: General inquiry — response within 2 business days

6.3 Maintenance Windows

Scheduled maintenance may occur during off-peak hours and will be communicated in advance where practicable.

7. CUSTOMER RESPONSIBILITIES

Customer agrees to:

● Provide accurate and complete information necessary for Service delivery;

● Maintain proper licensing for third-party software unless included in Services;

● Ensure Authorized Users comply with security policies;

● Maintain secure credentials and access controls;

● Promptly report security incidents or service disruptions.

Customer is responsible for all activity occurring under its accounts.

8. DATA SECURITY AND PRIVACY

8.1 Data Protection

Argus will implement reasonable administrative, technical, and physical safeguards designed to protect Customer Data.

8.2 Access Controls

Access to Customer environments is restricted to authorized personnel on a least-privilege basis.

8.3 Data Breach Notification

In the event of a confirmed data breach affecting Customer Data, Argus will notify Customer without undue delay and provide relevant details as required by applicable law.

8.4 Data Ownership

Customer retains all rights, title, and interest in Customer Data.

Argus does not claim ownership of Customer Data.

9. BACKUP AND DISASTER RECOVERY

9.1 Backups

Argus performs regular backups of hosted environments based on standard retention policies defined in Schedule C.

9.2 Recovery Objectives

Unless otherwise specified:

● RPO (Recovery Point Objective): 24 hours

● RTO (Recovery Time Objective): 24–72 hours depending on severity

9.3 Disaster Recovery

Argus maintains disaster recovery procedures designed to restore Services in the event of a major outage or infrastructure failure.

10. ACCEPTABLE USE POLICY

Customer agrees not to use the Services for:

● Illegal activities;

● Distribution of malware or malicious code;

● Unauthorized access attempts;

● Violations of intellectual property rights;

● Activities that disrupt or degrade system performance.

Argus reserves the right to suspend Services for violations of this policy.

10. CONFIDENTIALITY

10.1 Definition of Confidential Information

“Confidential Information” means all non-public information disclosed by one Party to the other, whether orally, electronically, or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information.

Confidential Information includes, but is not limited to:

● Customer Data;

● Business plans and financial information;

● Technical system configurations;

● Security procedures;

● Pricing and commercial terms;

● Proprietary software or infrastructure details.

10.2 Obligations

Each Party agrees to:

● Maintain confidentiality of the other Party’s Confidential Information;

● Use Confidential Information solely for purposes of performing under this Agreement;

● Restrict disclosure to employees, contractors, or agents with a legitimate need to know;

● Protect Confidential Information using reasonable security measures.

10.3 Exclusions

Confidential Information does not include information that:

● Is or becomes publicly available without breach of this Agreement;

● Was lawfully known prior to disclosure;

● Is independently developed without use of Confidential Information;

● Is rightfully received from a third party without restriction.

10.4 Compelled Disclosure

If disclosure is required by law, the receiving Party shall (where legally permitted) provide prompt notice to the disclosing Party and cooperate in seeking protective treatment.

11. INTELLECTUAL PROPERTY

11.1 Customer Data

Customer retains all rights, title, and interest in Customer Data.

11.2 Provider Technology

Argus retains all rights, title, and interest in:

● Its proprietary systems;

● Managed service tools;

● Automation scripts;

● Monitoring systems;

● Infrastructure designs;

● Documentation and methodologies.

11.3 No Transfer of Rights

Except as expressly stated in this Agreement, no intellectual property rights are transferred between the Parties.

12. LIABILITY LIMITATIONS

12.1 Limitation of Liability

To the maximum extent permitted by law, neither Party shall be liable for any:

● Indirect damages;

● Incidental damages;

● Special or consequential damages;

● Loss of profits;

● Loss of revenue;

● Loss of data (except where caused by gross negligence or willful misconduct).

12.2 Liability Cap

Except for excluded claims, each Party's total liability under this Agreement shall not exceed the total fees paid by Customer to Argus in the twelve (12) months preceding the event giving rise to the claim.

12.3 Exclusions

The limitations in this section do not apply to:

● Fraud or willful misconduct;

● Breach of confidentiality obligations;

● Payment obligations;

● Intellectual property infringement by a Party.

13. INDEMNIFICATION

13.1 By Customer

Customer agrees to indemnify and hold harmless Argus from any claims arising out of:

● Customer Data;

● Customer’s use of Services in violation of law;

● Unauthorized use of Services by Customer or its users;

● Third-party software licensing violations.

13.2 By Provider

Argus agrees to indemnify Customer against claims that the Services infringe third-party intellectual property rights, provided that:

● Customer promptly notifies Argus of the claim;

● Argus has control of the defense;

● Customer provides reasonable cooperation.

14. TERM AND TERMINATION

14.1 Term

This Agreement begins on the Effective Date and continues for the term specified in Schedule C, unless terminated earlier in accordance with this Agreement.

14.2 Termination for Convenience

Either Party may terminate this Agreement with ninety (90) days written notice unless otherwise specified in Schedule C.

14.3 Termination for Cause

Either Party may terminate this Agreement if the other Party:

● Materially breaches the Agreement and fails to cure within thirty (30) days;

● Becomes insolvent or subject to bankruptcy proceedings;

● Repeatedly fails to meet material obligations.

14.4 Effect of Termination

Upon termination:

● Customer shall pay all outstanding fees;

● Argus will assist with reasonable data export upon request;

● Access to Services will be discontinued;

● Confidentiality obligations remain in effect.

15. FORCE MAJEURE

Neither Party shall be liable for failure or delay in performance due to events beyond reasonable control, including:

● Natural disasters;

● War or terrorism;

● Government actions;

● Internet or cloud provider outages;

● Labor disputes;

● Widespread cyberattacks.

16. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in Cobb County, Georgia in which Argus is primarily located, without regard to conflict of law principles.

17. DISPUTE RESOLUTION

The Parties agree to attempt to resolve disputes in good faith prior to initiating formal legal proceedings.

If unresolved, disputes shall be submitted to binding arbitration or courts of competent jurisdiction, as specified in **Schedule C**

18. NOTICES

All notices under this Agreement must be in writing and delivered by one of the following methods:

● Certified mail (return receipt requested);

● Recognized overnight courier service;

● Email (if confirmed as received by the receiving Party).

Notices shall be sent to the addresses specified in **Schedule C** or to any updated address provided in writing by either Party.

Notice is deemed effective:

● Upon delivery if by courier;

● Three (3) business days after mailing if by certified mail;

● Upon confirmation of receipt if by email.

19. AMENDMENTS

This Agreement may only be modified or amended by a written document signed by authorized representatives of both Parties.

No oral statements, email exchanges, or informal communications shall modify the terms of this Agreement unless formally executed as an amendment.

20. ASSIGNMENT

Neither Party may assign or transfer this Agreement without prior written consent of the other Party, except:

● To an affiliated company; or

● In connection with a merger, acquisition, or sale of substantially all assets.

Any unauthorized assignment shall be void.

21. SUBCONTRACTORS

Argus may use subcontractors, including cloud infrastructure providers and technical service partners, to perform portions of the Services.

Argus remains responsible for the performance of its subcontractors under this Agreement.

22. SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

The invalid provision shall be replaced with a valid provision that most closely reflects the original intent.

23. WAIVER

Failure by either Party to enforce any provision of this Agreement shall not constitute a waiver of future enforcement of that or any other provision.

24. ENTIRE AGREEMENT

This Agreement, including all Schedules and attachments, constitutes the entire agreement between the Parties and supersedes all prior discussions, proposals, or agreements, whether written or oral.

25. RELATIONSHIP OF THE PARTIES

The Parties are independent contractors.

Nothing in this Agreement shall be construed to create:

- A partnership;
- A joint venture;
- An agency relationship;
- An employment relationship.

26. SURVIVAL

The following provisions shall survive termination or expiration of this Agreement:

- Confidentiality;
- Intellectual Property;
- Liability Limitations;
- Indemnification;
- Payment obligations;
- Any provisions intended by their nature to survive.

27. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

ARGUS (PROVIDER)

Authorized Signature: _____

Name: _____

Title: _____

Date: _____

CUSTOMER

Authorized Signature: _____

Name: _____

Title: _____

Date: _____

SCHEDULE C — MONTHLY SERVICES AND BILLING SCHEDULE

(To be attached separately and customized per Customer engagement)

Includes:

- Service descriptions
- Monthly pricing
- User counts
- Infrastructure allocations
- Support tiers
- Billing terms
- Payment schedule

SCHEDULE C

MONTHLY SERVICES AND BILLING SCHEDULE

This Schedule C forms part of the Argus Cloud Hosting and Managed Services Agreement ("Agreement").

Customer Information

Customer Name: _____

Customer Address: _____

Primary Contact: _____

Email: _____

Telephone: _____

Agreement Effective Date: _____

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1. Services Provided

Argus shall provide the following managed cloud hosting services:

☐ Secure AWS cloud hosting

☐ Windows Remote Desktop Services

☐ Microsoft SQL Server hosting

☐ SYSPRO ERP hosting

☐ Daily backups (performed by AWS)

☐ Weekly backup verification (performed by AWS)

☐ Monthly backup integrity testing (performed by AWS)

☐ Disaster Recovery capability (provided through AWS infrastructure)

☐ Operating system updates

☐ Security patch management

☐ Antivirus / endpoint protection

☐ Infrastructure monitoring (24 × 7)

☐ Managed firewall

☐ VPN services

☐ User administration

☐ Help Desk Support

☐ Performance monitoring

☐ Capacity planning

☐ Other services:

2. HOSTED APPLICATIONS

| Application | Included |

|---|---|

| ERP system | ☐ |

| Microsoft SQL Server | ☐ |

| Microsoft Office | ☐ |

| Adobe Acrobat | ☐ |

| Other | _____ |

3. USER LICENSING

Number of Licensed Users:

ERP Users: _____

Remote Desktop RDP Users: _____

Microsoft Office 365 Users: _____

Other Users: _____

4. INFRASTRUCTURE ALLOCATION

AWS Environment

Virtual Servers:

_____

CPU Allocation:

_____

RAM Allocation:

_____

Storage Allocation:

_____

Backup Storage:

_____

Internet Bandwidth:

_____

5. SUPPORT LEVEL

☐ Standard Business Hours

Monday–Friday

8:00 AM – 5:00 PM Eastern Time

☐ Extended Support

7:00 AM – 10:00 PM

☐ Premium Support

24 × 7 × 365

6. MONTHLY CHARGES

| Description | Monthly Charge |

|---|---:|

| Hosting Services | $_____ |

| Managed Services | $_____ |

| Microsoft Licensing | $_____ |

| SQL Licensing | $_____ |

| Backup Services | Included |

| Disaster Recovery | Included |

| AWS Infrastructure | Included |

| Other | $_____ |

Total Monthly Charge: $_____

7. BILLING TERMS

Invoices are issued monthly in arrears.

Payment is due within thirty (15) days of the invoice date.

Late payments may incur interest as specified in the Master Services Agreement.

Applicable taxes shall be added where required by law.

8. ADJUSTMENTS IN CHARGES

Monthly charges may be adjusted to reflect increases in:

• AWS infrastructure costs

• Microsoft licensing

• Third-party software licensing

• Security services

• Labor costs

• Inflation

Argus will provide the Customer with at least thirty (30) days' written notice before any pricing adjustment takes effect.

9. CUSTOMER RESPONSIBILITIES

The Customer shall:

• Maintain valid software licenses where applicable.

• Notify Argus promptly of changes in user counts.

• Designate an authorized contact for support requests.

• Ensure timely payment of invoices.

• Cooperate with Argus during maintenance and support activities.

10. ACCEPTANCE

By signing below, the parties agree that this Schedule C forms part of the Argus Cloud Hosting and Managed Services Agreement.

ARGUS

Signature: _____

Name: _____

Title: _____

Date: _____

CUSTOMER

Signature: _____

Name: _____

Title: _____

Date: _____