

Service Agreement Between Aquila BV and WP Consulting N.V.

This Service Agreement (hereinafter referred to as the “Agreement”) is entered into as of 01.06.2025, by and between:

- **Aquila BV**, a company duly incorporated and existing under the laws of Curaçao, with its principal office located at Fokker Weg 44 (hereinafter referred to as “Aquila”); and
- **WP Consulting N.V.**, a company duly incorporated and existing under the laws of Curaçao, with its registered office at Zuikertuintjeweg Z/N (hereinafter referred to as “WP Consulting N.V.”).

Collectively referred to as the “Parties” and individually as a “Party”.

1. Objective

Under this Agreement, Aquila shall provide WP Consulting N.V. with Virtual Machine (VM) subscription services under the terms set forth herein.

2. Virtual Machine (VM) Subscription Details

The subscription shall include the following specifications:

- **Reseller Rate:** €220.00 per month, excluding all applicable taxes
 - **vCPU:** 4 Cores
 - **RAM:** 4GB
 - **Disk Capacity:** 100GB
 - **Monthly Bandwidth Allowance:** 4TB
 - **Download/Upload Bandwidth:** 50 Mbps (*shared bandwidth)
 - **IP Address:** Dedicated IP registered in Curaçao
 - **Operating System:** Linux Ubuntu 20.xx
 - **Backup Services:** Daily automated backups included
 - **Data Center Location:** Tier IV facility situated in Curaçao
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3. Roles and Responsibilities

3.1 Responsibilities of Aquila

Aquila shall:

- Provision VM subscriptions to WP Consulting N.V. in accordance with the terms of this Agreement.
 - Invoice the reseller as outlined in Section 4.
 - Maintain and ensure the delivery of VM services to a standard consistent with agreed quality benchmarks.
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4. Billing and Payment Terms

4.1 Invoicing

Aquila will issue invoices to WP Consulting N.V. for the subscribed VM services. All payments are due within fifteen (15) calendar days from the date of the invoice unless alternate terms are agreed to in writing.

4.2 Late Payment Penalties

Payments not received by the due date shall accrue interest at a rate of five percent (5%) per month, or the maximum legal rate permitted, whichever is lower.

5. Confidentiality

The Parties agree to maintain strict confidentiality regarding all proprietary or sensitive information shared in connection with this Agreement, including but not limited to pricing, client identities, and business strategies. Disclosure to any third party shall require prior written consent from the disclosing Party.

6. Term and Termination

6.1 Agreement Term

This Agreement shall commence on the effective date and shall remain in effect indefinitely, unless terminated by either Party upon providing three hundred sixty-five (365) days' prior written notice.

6.2 Termination for Cause

Either Party may terminate this Agreement with immediate effect upon a material breach by the other Party, provided such breach is not remedied within thirty (30) days following written notice.

7. Indemnification

WP Consulting N.V. agrees to indemnify and hold harmless Aquila from any and all claims, damages, liabilities, or expenses arising from or related to the use of the VM subscription.

8. Limitation of Liability

In no event shall either Party be held liable to the other for any indirect, incidental, special, or consequential damages, including but not limited to lost revenue, lost profits, or business interruptions, arising out of or in connection with this Agreement.

9. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of Willemstad, Curaçao.

10. Miscellaneous Provisions

10.1 Entire Agreement

This document constitutes the entire agreement between the Parties and supersedes all prior agreements, representations, or understandings, whether oral or written.

10.2 Amendments

Any modification to this Agreement must be made in writing and signed by authorized representatives of both Parties.

10.3 Force Majeure

Neither Party shall be held liable for any failure or delay in performance arising from events beyond their reasonable control, including but not limited to acts of God, war, natural disasters, or government regulations.

10.4 Acceptance of SLA and Terms of Service

WP Consulting N.V. acknowledges and agrees to be bound by the **Service Level Agreement (SLA) version 1.0** and the **Terms of Service for Virtual Machine version 1.0**, as provided and referenced by Aquila. These documents form an integral part of the obligations and expectations under this Agreement.

11. Execution

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

For Aquila BV

Signature: 
Name: Johven Bonifacio
Title: Managing Director
Date: 18-5-2025

For WP Consulting N.V.

Signature: 
Name: MITJA JAVORNIK
Title: DIREKTOR, UBO
Date: 26.05.2025

Customer Data Deletion After VM Subscription Ends

1. Purpose

To define how and when customer data is deleted once their virtual machine (VM) subscription is terminated.

2. When Deletion Happens

Data deletion is triggered when:

- The customer cancels their VM subscription
 - The subscription expires without renewal
 - The service is terminated by the provider (e.g., due to policy violation)
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3. Deletion Timeline

Time After Termination	Action
0 Days	VM access is disabled
Within 1 Day	Logical (soft) deletion starts
Within 7 Days	Data removed from active storage
Within 30 Days	Data purged from backups and archives

4. Exceptions

Data may be retained longer if:

- Required by law or regulation
 - Part of an active legal hold or audit
 - Linked to unresolved billing issues
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5. Customer Responsibilities

- Back up or export important data before the subscription ends
 - Notify the provider if there are legal or compliance reasons to delay deletion
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6. Verification

- All deletions are logged
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7. SLA Compliance

If the provider fails to meet these timeframes, it may result in:

- Internal review
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8. Review Cycle

This SLA is reviewed yearly or when laws or internal processes change.



Service Level Agreement (SLA) for Virtual Machine (VM) Subscription

Overview

This Service Level Agreement (SLA) defines the service parameters, scope, and restoration policies applicable to the Virtual Machine (VM) subscription services provided to subscribers.

Scope of Service

- Provisioning of the Virtual Machine.
- Scheduled backups to safeguard subscriber data.
- Restoration from backups in case of VM failure or subscriber-initiated VM disruptions.

Subscriber Responsibilities

- Subscribers are responsible for maintaining their integrity and operational state of the VM.
- Any configurations, installations, or modifications conducted by subscribers must adhere to the best practices.

VM Backup Policy

- The provider shall perform scheduled daily backups.
- Backups will retain the VM state, configurations, data, and associated applications.
- Backups will be stored securely and maintained for a rolling retention period of seven (7) days.

Restoration Policy

- In the event the subscriber damages, corrupts, or otherwise impairs the VM's functionality, the subscriber must notify the provider immediately.
- If a VM fails to start or encounter critical errors due to subscriber actions or unforeseen circumstances, the provider commits to restoring the VM from the most recent viable backup within four (4) local business hours from the time of incident reporting.

Incident Reporting

- Subscribers must report VM-related issues through official support channels provided by the provider.
- The provider acknowledges receipt of incident reports within one (1) hour of submission during regular local business hours.

Service Level Agreement (SLA) for Virtual Machine (VM) Subscription

Service Availability

- The provider commits to maintaining VM availability at 99% monthly uptime, excluding

SLA Exclusions

The SLA does not apply to downtime or disruptions caused by subscriber negligence, unauthorized modifications, or breaches of provider guidelines.

Force majeure events, including but not limited to natural disasters, acts of war, cyberattacks, and government restrictions, are excluded from this SLA.

Remedies and Compensation

In cases of provider-caused violations of the restoration timeline or availability commitments, subscribers may be eligible for service credits proportional to the downtime incurred, subject to verification and approval.

Acceptance

By subscribing to the VM services, subscribers agree to the terms and conditions specified within this SLA.

Terms of Service for Virtual Machine (VM) Subscription

Effective Date:

Provider: Aquila BV

Service: Virtual Machine (VM) Subscription

1. Acceptance of Terms

By subscribing to and utilizing the Virtual Machine (VM) services provided by **Aquila BV**, the user (hereinafter referred to as "Subscriber") agrees to be bound by the terms and conditions set forth in this agreement.

2. Service Description

The VM subscription provides access to a virtualized computing environment, which may include processing power, memory, storage, and internet access. The services are provisioned based on the selected subscription plan and may vary in configuration and pricing.

3. Eligibility and Account Responsibilities

Subscribers must:

- Be at least 18 years of age.
- Provide accurate identification and billing information.
- Maintain the confidentiality of their access credentials.
- Ensure compliance with applicable laws and regulations when using the VM environment.

4. Permitted Use

The VM services are intended strictly for lawful and private computational workloads. **The service is not intended or authorized for the hosting of public-facing websites, web applications, or any publicly accessible services.** The Subscriber agrees not to use the service to:

- Host or distribute malicious software, malware, or unauthorized access tools.
- Engage in activities including but not limited to hacking, phishing, DoS/DDoS attacks, or any unauthorized intrusion.

- Store or distribute prohibited content including illegal materials, copyrighted data without rights, or data in violation of GDPR or local data protection laws.
- Operate public HTTP/HTTPS servers, web hosting platforms, or domain-resolvable services that are openly accessible from the internet.

5. Monitoring and Compliance

Aquila BV reserves the right to monitor the usage of the VM services to ensure compliance with these terms. In the event of any suspected abuse or policy violation, services may be suspended, investigated, or terminated without prior notice.

6. Cybercrime Reporting Clause

Any form of cybercrime, misuse, or illegal activity identified or suspected within the subscribed VM services will be formally documented, registered, and reported to the appropriate local and Dutch law enforcement and cybersecurity authorities. This includes but is not limited to:

- National Cyber Security Centrum (NCSC)
- Dutch Data Protection Authority (Autoriteit Persoonsgegevens)
- Local police and digital crime units

7. Data Privacy and Security

The Subscriber is responsible for the integrity, legality, and security of the data they store or transmit. **Aquila BV** implements commercially reasonable security measures but disclaims liability for breaches caused by the Subscriber's negligence or misconfiguration.

8. Service Availability and SLA

While **Aquila BV** endeavors to ensure high availability, no specific uptime guarantee is provided unless explicitly stated in a separate Service Level Agreement (SLA). Planned maintenance and emergency downtimes will be communicated in advance when feasible.

9. Termination and Suspension

We reserve the right to suspend or terminate services immediately, without a refund, in the event of:

- Violation of these terms.
- Security risks posed by Subscriber's use.

- Law enforcement requirements or governmental orders.

10. Limitation of Liability

Aquila BV shall not be liable for any indirect, incidental, or consequential damages arising out of or related to the use or inability to use the VM services, including loss of data, business interruption, or reputational harm.

11. Amendments

These terms may be updated periodically. Subscribers will be notified of substantial changes, and continued use of the services shall constitute acceptance of the revised terms.

12. Governing Law

This agreement shall be governed by the laws of Curacao. Any disputes shall be subject to the exclusive jurisdiction of the Curacao courts.