



ADD-ON 1: ENTERPRISE SERVICE LEVEL AGREEMENT (SLA) ADDENDUM

To the Aquila Master Service Agreement

This Enterprise Service Level Agreement Addendum (“SLA Addendum”) is entered into between **Aquila B.V.** (“Aquila”) and the applicable customer identified in the underlying Master Service Agreement (“Client”).

This SLA Addendum supplements the Aquila Master Service Agreement (“MSA”). In the event of conflict, this SLA Addendum governs solely with respect to service levels expressly stated herein. All other terms of the MSA remain in full force and effect.

1. Applicable Services

This SLA Addendum applies only to Services expressly designated by Aquila in writing as SLA Covered Services.

2. Service Availability Commitment

Aquila shall use commercially reasonable efforts to provide **99.9% Monthly Uptime** for covered production virtual infrastructure.

3. Monthly Uptime Formula:

$$\frac{((\text{Total Minutes in Month} - \text{Unscheduled Downtime Minutes}) / \text{Total Minutes in Month})}{x 100}$$

4. Exclusions from Downtime

The following shall not count as downtime:

- scheduled maintenance with prior notice
- emergency maintenance
- customer-caused outages
- third-party carrier or internet failures
- DDoS attacks or mitigation measures
- force majeure events
- customer software or configuration failures
- suspension under the MSA

- beta or non-covered services

5. Scheduled Maintenance

Aquila may perform scheduled maintenance during standard maintenance windows. Where reasonably practicable, Aquila shall provide at least 48 hours prior notice.

6. Support Response Targets

Severity	Description	Initial Response Target
P1	Full production outage	1 hour
P2	Major degradation	4 hours
P3	Partial issue / workaround available	1 business day
P4	General request	2 business days

Response target means acknowledgement and commencement of review, not resolution guarantee.

7. Service Credits (Exclusive Remedy)

Service credits described herein constitute Client's sole and exclusive remedy, and Aquila's sole and exclusive liability, for any failure to achieve the Service Availability Commitment. If Monthly Uptime falls below the applicable Service Availability Commitment, Client may request service credits in accordance with this SLA Addendum.

8. Monthly Uptime Credit

99.0% – 99.89% 5% monthly fee
95.0% – 98.99% 10% monthly fee
Below 95.0% 15% monthly fee

Credits:

- apply only to affected covered service fees
- cannot exceed one-month recurring fee
- no cash refunds unless required by law
- expire if unused after 90 days

Service credits apply only to the recurring monthly fees actually paid for the affected covered service and shall not exceed such recurring monthly fees for the applicable month.

9. Claim Procedure

To receive credits, Client must submit written request within **10 business days** after month-end including reasonable incident details.

Failure to claim timely waives credit.

10. Customer Responsibilities

Client shall:

- maintain supported configurations
- cooperate in diagnostics
- maintain secure credentials
- promptly report incidents
- use services consistent with documentation.

Failure to comply with the foregoing responsibilities may void SLA remedies.

11. No Other Warranties

This SLA Addendum does not create guaranteed business continuity, disaster recovery, data recovery, or uninterrupted service obligations beyond express terms.

12. Priority

Except as expressly modified herein, the MSA remains unchanged.

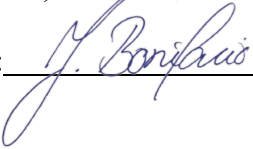
13. Signatures

For Aquila B.V.

Name: Johven Bonifacio

Title: Managing Director

Date: July 13, 2026

Signature: 

For Client

Name: eMagnus Curacao B.V.

Title: Managing Director

Date: 7/14/2026

Signature: 