



ADD-ON 2: DATA PROCESSING & PRIVACY ADDENDUM (DPA)

To the Aquila Master Service Agreement

This Data Processing Addendum (“DPA”) is entered into between **Aquila B.V.** (“Processor” or “Aquila”) and the customer under the Master Service Agreement (“Controller” or “Client”).

This DPA applies where Aquila processes Personal Data on behalf of Client in connection with the Services.

1. Definitions

- **Applicable Data Protection Law** means GDPR and any applicable privacy law governing the processing.
- **Personal Data** has the meaning under applicable law.
- **Processing** has the meaning under applicable law.
- **Sub processor** means third party engaged by Aquila to process Personal Data.

2. Roles of Parties

Client acts as Controller (or Processor with authority to appoint Aquila). Aquila acts as Processor.

Client remains responsible for lawful basis, notices, consent where required, and data subject rights obligations unless otherwise mandated by law.

3. Subject Matter and Duration

Processing is limited to hosting, storage, transmission, support, security, and related technical operations necessary to provide the Services for the term of the MSA.

4. Nature and Purpose of Processing

Aquila may process Personal Data solely:

- to provide Services
- maintain security
- troubleshoot incidents
- comply with law

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- perform backup / restoration operations
- provide support

Aquila shall not sell Client Personal Data.

5. Categories of Data / Subjects

Depending on Client use case:

- customer account data
- user identifiers
- IP addresses
- communications metadata
- transactional records
- employee or contractor data uploaded by Client

Data subjects may include customers, users, staff, vendors, or website visitors.

6. Processor Obligations

Aquila shall:

- process data on documented instructions from Client unless legally required otherwise
- maintain appropriate technical and organizational security measures
- ensure authorized personnel are bound by confidentiality
- assist Client reasonably with rights requests where feasible
- notify Client without undue delay after confirmed Personal Data breach affecting Client data
- delete or return Personal Data upon termination subject to retention rights

7. Security Measures

Aquila shall maintain measures appropriate to risk, which may include:

- access controls
- logical segregation
- encryption in transit where supported
- vulnerability management
- logging
- backup controls
- incident management procedures

Specific measures may evolve over time.

8. Sub processors

Client authorizes Aquila to use affiliates and third-party sub processors including datacenters, infrastructure vendors, support tools, and payment providers.

Aquila shall remain responsible for sub processors to the extent required by law. Current sub processors may be provided upon reasonable written request.

9. International Transfers

Where Personal Data is transferred internationally, Parties shall rely on lawful transfer mechanisms as reasonably determined by Aquila, including Standard Contractual Clauses where applicable.

10. Audit Rights

No on-site audit rights are granted by default.

Upon reasonable written request no more than once annually, Aquila may provide summaries, certifications, questionnaires, or comparable evidence of compliance, subject to confidentiality and security restrictions.

Client shall bear costs of excessive or custom requests.

11. Liability

This DPA is subject to the liability caps, exclusions, and limitations set out in the MSA unless prohibited by applicable law.

12. Order of Precedence

If this DPA conflicts with the MSA solely regarding Personal Data processing, this DPA controls for that issue only.

13. Governing Law

This DPA shall follow the governing law and dispute framework of the MSA unless mandatory privacy law requires otherwise.

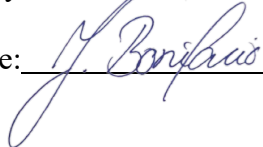
14. Signatures

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: 