



Website Design & Development
For
Wyndham Dubai Deira Hotel

Prepared for (Client):

Mr. Thierry Perrot
Cluster General Manager
Wyndham Dubai Deira Hotel

Prepared by (Sales Executive):

Jatin Mava
Director Of Operations
jatin@digitalnexus.com

Contract creation date 19/08/20

Representatives

This Agreement ("Agreement"), is entered by:

Nexa Digital Web Design a Dubai Establishment, duly formed under the laws of the United Arab Emirates, registered with the commercial register at Dubai Economic Department under the Commercial License number: 597294 having its head office at 1205 Grosvenor Business Tower, TECOM, PO Box 123439, Dubai, United Arab Emirates, duly represented in this Agreement by Jatin Mava, Director of Operations and in his capacity as duly Authorized Representative.

- hereinafter referred to as "Service Provider" and

Wyndham Dubai Deira Hotel, duly formed under the laws of the United Arab Emirates registered in Dubai, having its head office at Deira Waterfront Hotel 2 LLC Gate Village 6, Level 3, Happiness Street, DIFC, Dubai, United Arab Emirates, PO BOX 333888., duly represented in this Agreement by its representative, Mr. Thierry Perrot, Cluster General Manager

- hereinafter referred to as "Client" -

Preamble

- Whereas Service Provider is providing *Website Design & Development* within the UAE; and
- Whereas Client desires to purchase Services for *Website Design & Development* is willing to provide respective Services; and Service Provider is willing to provide respective Services as described in Annex 1
- Whereas Service Provider and Client are willing to enter into this Agreement subject to the terms and conditions hereinafter;
- Now therefore, the Parties have covenanted and agreed on the following terms and conditions:

1. Incorporation of the Preamble

The Preamble shall be considered as an integral part of this Agreement. Either Party hereto confirms the correctness of the description related to it.

2. Definitions

(1) Wherever used herein, the term:

TERM	Defintion
AED	means United Arab Emirate Dirham, being the lawful currency of the United Arab emirates;
Agreement	means this Agreement;
Contract Value	AED 68,750
Effective Date	means the signing date of this Agreement
Intellectual Property Rights	means all rights available for the protection of any discovery, invention, name, design, process or works in which copyright or any rights in the nature of copyrights subsist and all patents, trademarks, service marks, registered designs, design rights, rights in knowhow and any other intellectual property rights (whether or not registered) subsisting from time to time and any applications for the foregoing anywhere in the world;

Party resp. Parties	means Service Provider and/or Client ;
Services	Means <i>Website Design & Development</i> , which after approval of Client will be implemented by Service Provider
Written or in writing	means any type-written, hand-written, or by any technical means (e.g. electronically) produced and/or stored text or composition words and/or text of including, but not limited to, e-mails, telegraphic transmissions, telegrams, or printouts of transmissions by modem or internet devices.
VAT	VAT means Value Added Tax or similar consumption tax or similar in direct tax coming into effect during the term of this agreement

(2) Wherever the context permits or requires, the above definitions may be used in singular or plural. Words denoting the masculine gender include the feminine gender and vice versa.

3. Scope of work

1. Service Provider shall provide Services, as described in Appendix 1 of this Agreement to Client, subject to the terms and conditions hereinafter.
2. Any additions to the scope of work not agreed to in the proposal or this contract and any changes made after formal approval or not within the agreed signed off scope, will be considered a change request and will be charged separately as a separate invoice and agreement. The full additional cost will be given as a total additional project rate in writing to the Client. Only written client approval (with additional cost) will authorize additional work.

4. Effective Date

1. This Agreement shall come into force upon signing by the authorized representatives of both Parties, and initial payment as per the payment terms and shall not expire unless both Parties fulfilled their contractual obligations or this Agreement has been terminated by either Party.
2. The term of this Agreement shall commence on the date of this Agreement and initial payment, and shall continue until contract is completed and final payments are received, unless and until either party terminates the Agreement in accordance with Art. 13 herein (the "Term").

5. Obligations of Service Provider

1. Service Provider shall be obliged to provide Services in accordance with the specifications provided by Client, and agreed to in Annex 1
2. Service Provider shall complete the Services within the time set in the project planner after Client design approval and milestone payment, excluding any time required by Client for feedback, changes, additional complexities not discussed in the proposal and approvals.
3. Service Provider undertakes to acquire and maintain all necessary licenses, authorizations and approvals required for rendering the Services.
4. Each approval for any design or function by Client shall require written confirmation, prior to proceeding to the next phase or milestone of the project.
5. Service Provider shall exercise all reasonable skills, care and diligence in accordance with sound internationally recognized professional standards while performing its obligations.

6. Obligations of Client

1. Client shall provide Service Provider with all information relevant for the Services. This includes specifically the texts / imagery /video / fields for forms / functionality for CMS and to be included in the website.
2. Client shall fully cooperate with Service Provider and give as far as required input and directions, as well as feedback, and confirmations
3. Client agrees to the process and methodology Service provider will implement to deliver the project as based in the proposal. Should there be a deviation from the project methodology that breaks the service providers process and methodology, client agrees that service provider is not responsible for the project timeline and its completion.
4. Plugin updates related to the website itself - not the hosting environment, will not be maintained by Service Provider
5. Plugin updates related to the hosting environment (if server provider is providing hosting) - not the website, will be maintained by the Service Provider
6. Client agrees that project timeline / milestones and project completion is dependent on timely feedback, and completion of fees based on payment terms. The projection timeline provided by service provider will not include feedback time from the client, modification implementation or approval time from the client.
7. Client agrees that during the design stage will include 3 iterations of revisions and 10 changes per page as a maximum. If further iterations are required, these will be charged separately and be executed under a change request agreed.
8. If the client is working or has processing services to the entities or individuals with the European Union (including United Kingdom) that require the compliance and enforcement

of GDPR - General Data Protection Regulation, it is the Clients responsibility to ensure all protocols have been followed. All responsibility will fall with the client to ensure that conformity of the GDPR has been executed including (amongst others) 3rd party plugins / tracking (including pixels and google codes) / Reporting / JavaScript / SSL / Cookies / Correct wordings within forms , Terms and Conditions, Privacy Policies /contracts / double - optin procedures / Preference settings / CRM (data related procedures) / Policy and Procedures. No responsibility will be held with the service provider to process or follow the GDPR procedures unless explicitly confirmed too.

7. Contract Value

The Contract Value of this Agreement shall be:

Phase 1:

1. Wyndham Dubai Deira
 1. Extensive Kick off Session - AED 8,000
 2. Web design and development - AED 30,000
 3. English Content Writing - AED 15,000
 4. Website Hosting - AED 5,750
 5. Website Maintenance - AED 10,000
2. Total - AED 68,750

This Agreement shall come into force upon signing by the authorized representatives of both Parties and can only be renewed or extended with the prior written consent of both parties.

8. Payment Terms

1. Client shall pay Service Provider 50% of the Contract Value equal to AED 34,375 on signage of this contract.
2. Client shall pay Service Provider 20% of the Contract Value equal to AED 13,750 on completion of the design stage.
3. Client shall pay Service Provider 20% of the Contract Value equal to AED 13,750 on completion of this HTML stage.
4. Client shall pay Service Provider 10% of the Contract Value equal to AED 6,875 prior to handover / 'GO LIVE'.
5. All outstanding payments must be paid as per the payment terms and completed prior to any hosting scenario, including if client is hosting on service providers server. If the client's website is to be hosted on an external third party provider, outside of service providers hosting environment, all outstanding payments must be paid as per the payment terms, prior to handover from service provider. No hosting will occur without full fees paid and collected in full.
6. Any payment which is not made within thirty (30) days after the date of the invoice shall be deemed to be overdue. Any overdue account, will stop Nexa from proceeding to the next milestone, until payment has been received and cleared.
7. Service Provider shall raise invoice to client only on completion and client approval of milestone.
8. All payments shall be made by direct bank transfer to: Nexa Digital Web Design, Rak Bank, Account No: 0033279953061, Branch: Bur Dubai, Dubai, UAE, SWIFT: NRAKAEAK, IBAN:

AE19040000033279953061, or alternatively as cheques, dated within the agreed payment terms, not as post dated cheques, only once cheques have been cleared, will the next milestone be commenced.

9. Payments made from 2018 and onwards will be subject to the applied UAE Value Added Tax law.
10. The contract value excludes any applicable government taxes that are introduced between start date and end date of this contract and must be payable by the client.

9. Liability and Warranties

1. Either Party shall be liable for its own fault and the fault of its agents and employees and shall indemnify and hold the other Party harmless under this Agreement against any claims, damages and losses caused by respective party at fault.
2. Service Provider warrants to provide all Services in compliance with applicable laws and regulations within the UAE.
3. Service Provider warrants the defect free usability of the website and any other content created by Service Provider during the Services for a period of (180) days. During this period Service Provider shall rectify any technical defect relating to usability issues, bugs and minor (to be determined by service provider) database changes without additional charges.

10. Intellectual Property

1. Any Intellectual Property Rights created in relation to the Services shall vest in Client and Service Provider shall do or procure the doing of all such further acts and execute or procure the execution of all such documents as may from time to time be necessary to transfer respective Intellectual Property Rights to Client.
2. Service Provider warrants that the Service and any content produced in the Services does not infringe the intellectual property rights of third parties and indemnify and hold Client harmless against any claim of third parties in this regards.
3. Where Service Provider provides existing intellectual property right protected material to Client under this Agreement it shall disclose this to Client. Service Provider warrants it has the right to do so and shall fully indemnify and hold Client harmless against all loss or liability arising from any third party intellectual property rights claims arising both from such existing material and in relation to any such bespoke Services.

11. Relationship of the Parties

The Parties acknowledge and agree that the Services performed by Service Provider or its employees shall be as an independent contractor and that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the Parties.

12. Termination

1. In the event either Party is voluntarily declared bankrupt, commits an act of bankruptcy, becomes insolvent or has an administrator or receiver appointed, the other Party shall have the right to terminate this Agreement with immediate effect by virtue of written notice to the other Party.
2. In case either Party violates or breaches any terms or provisions of this Agreement, the non-breaching Party shall have the right to terminate this Agreement by virtue of a written notice of thirty (30) working days provided that the breaching Party fails to rectify or remedy the violation within that period.
3. In the event that either Party wants to terminate this agreement, written notice of 30 days is required to be provided. By the end of this period, and upon the conclusion of financial obligations from either party, all assets relating to the engagement including login and password details will be provided along with a professional handover.
4. In the event that either Party wants to terminate this agreement, neither party can or shall terminate for convenience, and must have just cause, with evidential proof.
5. Notwithstanding the forgoing, pursuant to sections 20, 24 and 26, Service Provider can immediately terminate this Agreement and withdraw the Services in the event that in the sole discretion of Service Provider, it determines that:
 1. the Client is using or allowing, authorizing or assisting the Website to be used for illegal purposes; or
 2. the Client Content is in breach of any law or any right of any third party, including but not limited to any right of copyright, trademark, or other property right of any person or entity; or
 3. the Client downloads or installs third party software to its Website without the express written authorization of Service Provider.

13. Overdue / Suspension / Reinstatement

1. A client's fees is deemed overdue, after exceeding any 30 day notice period, sent by the Service provider. Should the client not provide fees prior to the established renewal date / go live date, the service provider can and will suspend the service.
2. Should the client be hosting with the Service provider, and require renewal of Hosting, or SSL certificate, An invoice will be raised, on the 11th month of the term. to avoid confusion, hosting and SSL certificate is for a duration of 12 months. If the client confirms renewal, and does not renew within the current hosting and SSL duration, the account is deemed overdue. Hosting and SSL services will be suspend if the payments have not cleared, at the end of the term. Reinstatement of the service will be charged at an additional fee of AED 2500. Once the renewal fee and the reinstatement charge are paid in full, the service will be re activated.
3. Payment of each phase is stipulated in Art. 8, whereby upon completion of payment, the next phase will commence. Any delay in payment will result in non activation of the next phase, non continuance of the project and will require revised timelines. The Client is responsible to ensure timely payment. Upon receipt of payment, service of the project will resume, with new timelines.

14. Confidential Information

1. The Parties undertake to keep in confidence each others Confidential Information which has become known to the receiving Party in relation to this Agreement and shall not use such Confidential Information other than for this Agreement or disclose Confidential Information to any other (third) party during the term of this Agreement.
2. Neither Party shall make any announcements in regards to this Agreement or use the Intellectual Property Rights of the other Party without prior written consent of this Party.

15. Sub-Contracting

Service Provider shall not delegate, assign or subcontract any part or all of its obligations under this Agreement without obtaining the prior written approval of Client.

16. Client Content

1. The Client acknowledges that responsibility for all content provided by the Client to the Service Provider for the performance of the Services or otherwise included in the Website (the "Client Content") is the sole and exclusive responsibility of the Client and that Service Provider will not be held responsible in any way for any copyright infringement or violation, or the violation of any other person's rights or the violation of any laws, including but not limited to infringement or misappropriation of copyright, trademark or other property right of any person or entity, arising or relating to the Client Content.
2. The Client acknowledges and agrees that Service Provider may elect at its sole discretion to monitor the Client Content. Service Provider shall have the right, but not the obligation, to remove Client Content which is deemed, in Service Provider's sole discretion, harmful, offensive, in violation of any provision of this Agreement or breaches any law.
3. The Client agrees to indemnify and save harmless Service Provider from and against all losses, damages, actions or causes of action, suits, claims, demands, penalties and interest arising in connection with or out of any such Client Material provided by the Client.

17. Support Services

Service Provider shall provide technical and support services ("Support Services") to Client on a weekly basis via email when support services are requested, however Service Provider Support Services shall be limited to providing matters pertaining to Service Provider service, Service Providers corporate policies and this Agreement. Service Provider does not provide technical support for any third party software of any kind, downloaded from the Internet or otherwise acquired, and incorporated by the Client into the Website.

18. Notices

1. Formal Notices to the Parties of this Agreement shall be addressed to the addresses given in Addresses of the Parties unless expressly provided otherwise herein, all notices provided for in this Agreement shall be sent through registered mail, by an international courier service or shall be delivered against personal receipt or by other legally valid means. Every notice shall be deemed to have been given and received at the time when it should have been received in the ordinary course of transmission. Notices given by telefax, e-mail, or other technical means are only valid if such means constitute valid instruments for serving notices in accordance with the applicable law at the prevailing time.
2. Any Party of the Agreement shall without request and without undue delay inform the other Party of the Agreement of any changes in its address by registered letter.

19. General Rules

1. This Agreement contains the whole agreement between the Parties relating to the subject matter at the date of this Agreement and supersedes any previous written or oral agreement in relation to the matters dealt with in this Agreement. All annexes attached hereto are incorporated herein by their references and form an integral part of this Agreement.
2. All dates, periods and terms related to this Agreement shall be given and counted in accordance with the Gregorian calendar.
3. Headlines and/or footnotes shall only serve as a guideline and shall neither constitute an integral part of this Agreement, nor shall they prejudice its contents.
4. Any waiver, modification, alteration, and/or addition to this Agreement or any of its provisions shall not be binding on either Party, unless it has been made in writing and signed by the Parties.
5. The failure of either Party at any time and from time to time and in any particular context or connection to enforce any of the terms, conditions or stipulations herein contained shall not be construed as a waiver thereof nor of the right of either Party at any other time to enforce each and every such term, condition or stipulation aforesaid.
6. No provisions of this Agreement shall be interpreted in a way contradicting to the law agreed upon, which shall be applied complementary and which shall be given preponderance over any incompatibility with this Agreement.
7. The invalidity of any term, condition or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement nor shall it cause the invalidity of the Agreement in its totality.

20. Applicable Law and Jurisdiction

1. This Agreement shall be governed by the Laws of the Emirate of Dubai and those of the United Arab Emirates.
2. In the event of a dispute arising out of or relating to this Agreement or any work performed hereunder, where the dispute relates to a claim for a sum of AED 500,000 or less, such claim may be brought before the DIFC Small Claims Tribunal, Dubai, UAE. For all other disputes, it shall be referred to and finally resolved by arbitration under the Arbitration Rules of the DIFC-LCIA Arbitration Centre. The language to be used in the arbitration shall be English. In any arbitration commenced pursuant to this clause the number of arbitrators shall be one and the seat, or legal place, of arbitration shall be Dubai.

21. Force Majeure

Neither party hereto shall be responsible for any losses or damages to the other occasioned by delays in the performance or nonperformance of any of said party's obligations when caused by Acts of God, strike, acts of war, inability of supplies or material or labor or any other cause beyond the reasonable control of the said party.

22. Third Party Software Prohibited

1. Client is strictly prohibited from installing any third party software on Service Providers servers, or the developed website without the express written authorization of Service Providers.
2. In the event that the authorized third party software disrupts Service Provider's server, or the developed website, Service Providers shall have the right to temporarily disable the software until the problem can be resolved.
3. In the event that the Client installs third party software on Service Providers developed website without the express written authorization of Service Provider, Service Provider shall have the right to terminate the Services without notice pursuant to ART 12 herein.

23. Client Access

1. Service Provider shall provide Client the ability to access data on Client's Website and make changes with a password set by the Client, if a CMS (Content Management System) has been developed by the Service Provider
2. Service Provider can provide all source files of the website i.e. Final developed Source code, that can be used to go live. Should the Client require access, a written request must be provided, whereby the Service Provider will acknowledge and provide an agreement to sign. Should the agreement not be signed, no access will be provided.

24. Independent Contractors

Service Provider and Client are independent contractors and neither shall act as the other's agent, or be deemed an agent or employee of the other, nor shall this Agreement be interpreted as creating a partnership or joint venture or otherwise.

25. Severability

In the event any portion of this Agreement is deemed to be invalid or unenforceable, such portion shall be deemed severed and the parties agree that the remaining portions of this Agreement shall remain in full force and effect.

26. Refund

Client agrees to pay the Service Provider any and all fee(s) as billed in accordance with this Agreement. The fee(s) must be received prior to the start of any additional services. The client further agrees that, in the event of any termination of this agreement by client, no refunds shall be given under any circumstances whatsoever. The client further agrees to pay upon cancellation the amount of any cancellation fees or other amounts due to service provider as provided in the agreement. The service provider is hereby authorized to collect outstanding payments via the channels as discussed in this agreement and as to UAE Law.

27. Design Credit

1. Content Ownership - Copyright to the finished assembled work of web pages produced by the Webmaster shall be vested with the Client upon final payment for the project. This ownership is to include design, photos, graphics, source code, work-up files, text, and any program(s) specifically designed or purchased on behalf of the Client for completion of this project. On Completion of the this contract and project, any software utilised in creating the website, will be the property of the Service Provider. All content - photos, graphics, source code, text will be the property of the Client.
2. Service provider reserves the right to enter or submit highlights of the proposed engagement for third-party certifications and/or third-party awards bodies.

28. Deployment / Transfer on Client's server

If hosting of the website is to be on another server outside of the Service providers environment, all deployment / transfer, support, maintenance will be under the sole responsibility of the client and their provider, not the Service Provider listed in this agreement. Service provider will assist to transfer files to clients hosting solution, in off site scenario, without any additional fees.

(1) Should on site assistance be required by the client, the following will be applied:

(a) Service Provider can assist on the deployment, however, should assistance be required this will be charged at a rate of AED 1500 per person for the first 3 hours, thereafter charged AED 500 per hour. Should travel costs be incurred, there will be an additional charge of AED 300 per hour, per person. Prior to any action being taken place by Service Provider, written confirmation and agreement must be signed by the client, and all due fees will be required to be settled, prior to any action being taken.

29. Copyrights and Trademark

The Client represents to the Service Provider and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to the Service Provider for inclusion in the Client's web site are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, and defend the Webmaster and its subcontractors from any claim or suit arising from the use of such elements furnished by the Client.

30. Representations, Warranties and Indemnifications

1. Service Provider represents and warrants to the Client that:
 1. It has the right and capacity to enter into this Agreement and fully perform all of its obligations hereunder;
 2. It shall use commercially reasonable efforts to perform the Services as described in Schedule "A" attached hereto (except to the extent the Services modified by the parties from time to time by mutual written agreement) and shall provide such Services in a professional manner consistent with industry standards.
 3. Other than the express warranties stated above, service provider makes no other representations or warranties hereunder of any kind, either express or implied, in relation to the services, including but not limited to any warranty of merchantability and/or fitness for any particular purpose. In no event shall service provider be liable, directly or indirectly, for any special or consequential or incidental damages including but not limited to loss of anticipated profits, loss of revenue or loss of business.
2. Client Represents and warrants to Service Provider that:
 1. It has the right and capacity to enter into this Agreement and fully perform all of its obligations hereunder;
 2. All Client Content provided hereunder shall be wholly original to the Client or the Client has acquired the necessary rights from third parties to contribute such Client Content and include it in the Website, and Client Content shall not violate any laws of any country and shall not infringe any other party's copyright, patent, trademark or other intellectual property right.
 3. Client shall not, nor shall it allow, authorize or assist any third party to, use the Website for any illegal purpose whatsoever.
3. Each of the Parties hereto agree to indemnify and save harmless the other, and any of its respective successors, licensees and assigns, from any and all losses, costs, liabilities, damages and expenses (including reasonable lawyers fees) resulting any breach of any representation, warranty and/or covenant under this Agreement.

31. Business Hours

1. Helpdesk Standard Business hours are from 8.30am till 17.30pm (Sunday to Thursday excl all Public Holidays)
2. After hours support is chargeable at standard Nexa after hours rates. Rates are charged at AED 350 per hour, and will be notified to the client should the issue be raised and required to be worked on outside the business hours. A confirmation by the client will be required, prior to ratification of the issue.

32. Entire Understanding

This contract and the Appendices attached thereto constitute the sole agreement between the Service Provider and the Client regarding this project. It becomes effective only when signed by both parties. It is the spirit of this agreement that this will be a mutually beneficial arrangement for the Client and the Webmaster.

33. Originals

This Agreement was made in two (2) originals. Each Party has received its originals as requested. Neither copy of the agreement will be deemed valid unless signed by both parties

CLIENT REPRESENTATIVE	NEXA REPRESENTATIVE
Signed	Signed
Name: Mr. Thierry Perrot	Name: Jatin Mava
Designation: Cluster General Manager	Designation: Director of Operations
Date: 19/08/20	Date: 19/08/20
Company Stamp:	Company Stamp

Appendix 1

Name	Price	QTY	Subtotal
<input checked="" type="checkbox"/> Extensive workshop between your team and the Nexa team <p>The Workshop is required at the start of the project to provide us with a deeper understanding of your business, your goals and your internal processes. This allows us to build a better website for you.</p> <p>In addition, post-workshop, we'll provide you with a post-website-handover strategy that will allow you to maximize the effectiveness of your new website.</p> <p>Workshops typically reduce project lengths by 25% and increase website performance by over 30%</p>	AED 8,000.00	1	AED 8,000.00
Wyndham dubai Deira			
<input checked="" type="checkbox"/> Website Design & Development <p>Full website design & HTML CSS development. Development within a PHP environment - WordPress CMS. Onpage SEO upon Completion and Google Analytics Integration. Post launch Analysis. - English and Arabic</p>	AED 30,000.00	1	AED 30,000.00
<input checked="" type="checkbox"/> English Content Writing <p>Based on 10,000 words</p>	AED 15,000.00	1	AED 15,000.00
<input checked="" type="checkbox"/> Website Hosting <p>Secure Hosting on Amazon Servers. Does not include email. Fee is annual.</p>	AED 5,750.00	1	AED 5,750.00
<input checked="" type="checkbox"/> Full Website Maintenance <p>From the launch date of your new website (2 hours per month)</p>	AED 10,000.00	1	AED 10,000.00

Subtotal	AED 68,750.00
VAT (5%)	AED 3,437.50
Total	AED 72,187.50