# SERVICE LEVEL CONTRACT

## PARTIES

- This Service Level Contract (hereinafter referred to as the **"Agreement"**) is entered into on the 1st of June 2023, by and between **Sweet Spirit Hotel Danag**, with an address of 79 Ken Saro-Wiwa Road Rumuola, Port Harcourt, Rivers State, (hereinafter referred to as the **"Client"**) and **BitSYS Technologies**, with an address of Plot 69 Coal City Garden Estate GRA, Enugu, Enugu State, (hereinafter referred to as the **"Designer"**) (collectively referred to as the **"Parties"**).

## DESCRIPTION OF THE PROJECT

- The Designer agrees to perform the following services for the Client:
  1. Design a full functionality website program that institutes and portrays a solid digital footprint for the hospitality establishment.

  2. Develop a full functionality, customer friendly website that digitalizes the establishments' hospitality services and creates a road map for customers to easily access the services online.

  3. Manage, administer, and maintain the website, including recurring revisions by the client, tracking website visits and controlling website traffic. Protect the website against malware attack, unauthorized access, and external intrusion.

## REVISIONS ENTITLEMENT

- The Client is entitled to three revisions of the work conducted by the Designer. Any revision exceeding this amount will be chargeable at a rate determined by the Designer which will be included in the website management fees.

## PRICE AND PAYMENT

- The Client agrees to compensate the Designer an amount of three hundred and fifty thousand naira (N350,000) payable annually as website management and maintenance fee and the Designer agrees to invoice the Client for the total amount payable--three hundred and fifty thousand naira (N350,000) at the end of each year.

- The Parties agree that in the event that the invoice is not paid within fourteen days of receiving them, the Designer will be entitled to charge a late fee of fifty thousand naira (N50,000).

## CONFIDENTIALITY

- All terms and conditions of this Agreement and any confidential information must be kept confidential, unless the disclosure is required pursuant to process of law.

- Disclosing or using this information for any purpose beyond the scope of this Agreement, or beyond the exceptions set forth above, is expressly forbidden without the prior consent of the Parties.

- The Parties agree that the confidentiality clause in this Agreement will remain active and in power even upon the termination of this Agreement.

## INTELLECTUAL PROPERTY

- The Designer agrees that any intellectual property provided to him by the Client will remain the sole property of the Client, including, but not limited to, copyrights, patents, trade secret rights, and other intellectual property rights associated with any ideas, concepts, techniques, inventions, operations, processes, confidential information or trade secrets.

- The Designer will refrain from using such intellectual property upon the termination of this Agreement.

## GOVERNING LAW

- This Agreement shall be governed by and construed in accordance with the laws of Contracts and Torts law and Stare High Courts of various component states in Nigeria.

## ALTERNATIVE DISPUTE RESOLUTION

- Any dispute or difference whatsoever arising out of or in connection with this Agreement shall be submitted to arbitration in accordance with, and subject to the laws of Contracts and Torts law and Stare High Courts of various component states in Nigeria.

## AMENDMENTS

- The Parties agree that any amendments made to this Agreement must be in writing, where they must be signed by both Parties to this Agreement.

- Accordingly, any amendments made by the Parties will be applied to this Agreement

## ASSIGNMENT

- The Parties hereby agree not to assign any of the responsibilities in this Agreement to a third party, unless consented to by both Parties in writing.

## ENTIRE AGREEMENT

- This Agreement contains the entire agreement and understanding among the Parties to it with respect to its subject matter, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever

with respect to its subject matter. The express terms of the Agreement control and supersede any course of performance and/or usage of the trade inconsistent with any of its terms.

## REPRESENTATION AND WARRANTIES

- The Parties agree and disclose that they are fully authorized to enter this Agreement. Both Parties' performances and obligations are not to violate the rights of any third party or else violate other, if any, agreements made between them and/or any other organization, person, business or law/governmental regulation.

## DISCLAIMER OF WARRANTIES

- The Designer warrants to complete the Services listed in this Agreement as per the Client's requirements and specifications. However, the Designer does not represent or warrant that such services provided in this Agreement will create additional sales, exposure, brand recognition, profits or other benefits.

- In addition to the above, the Designer holds no responsibility towards the Client in the event that the delivered work does not lead to the Client's desired results.

## LIMITATION OF LIABILITY

- Under no circumstances will either party be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) in the event that such is not related to the direct result of one of the Parties' negligence or breach.

## SEVERABILITY

- In the event that any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain in force in accordance with the Parties' intention.

## SIGNATURE AND DATE

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated by their signatures below:


**DESIGNER**                                           **CLIENT**

Name:_____              Name:     BitSYS Technologies

Signature:_____              Signature:.

Date:_____              Date:      01/06/2023

# A SERVICE LEVEL CONTARCT

## "Agreement"

**Between**

## Sweet Spirit Hotel Danag

**(Client)**

**And**

## BitSYS Technologies

**(Web Designer)**

**For – Website Design, Development, & Management Services**

**1st June, 2023.**