



DIGITAL SERVICES AGREEMENT

CONTRACT REF: TES-NAT-2025-001

PARTIES TO THIS AGREEMENT

SERVICE PROVIDER ("PROVIDER")

Johnny Jneid

*Trading as: The Elites
Solutions*

Loc: Lebanon

Email:

johnny@theelitessolutions.cloud

Tel: +961 81 898 056

CLIENT ("CLIENT")

Natlaupa

*Luxury Hospitality
Services*

Offices: Paris | Barcelona |
Beirut

Email: hello@natlaupa.fr

Tel: +33 7 75 74 38 75

Web: www.natlaupa.fr

RECITALS

WHEREAS:

- A. The Provider specializes in software development, web development, and digital marketing services;
- B. The Client operates a luxury hospitality-services firm specializing in hotel consulting, distribution, and revenue management, present on 3

continents and in 10 countries, managing a portfolio of over 60 hotels;

- C. The Client desires to engage the Provider to develop, maintain, and optimize digital platforms and services to support the Client's business operations;
- D. The Provider agrees to provide such services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

ARTICLE 1: DEFINITIONS

1.1 "Agreement" means this Digital Services Agreement, including all schedules, exhibits, and amendments.

1.2 "Deliverables" means all work product, software, documentation, and materials created or provided by the Provider under this Agreement.

1.3 "Services" means the website development, admin dashboard, SEO services, support, maintenance, and hosting services described in Article 3.

1.4 "Effective Date" means the date of the last signature on this Agreement.

1.5 "Term" means the duration of this Agreement as specified in Article 12.

1.6 "Confidential Information" means any non-public information disclosed by either Party, including but not limited to business strategies, customer data, technical specifications, and financial information.

ARTICLE 2: PURPOSE

2.1 The Provider agrees to provide comprehensive digital services to support the Client's luxury hospitality platform, including:

- Development and maintenance of the Natlaupa website
- Development and maintenance of an administrative dashboard
- Search Engine Optimization (SEO) services
- Technical support and maintenance
- Web hosting and domain management

2.2 This Agreement establishes a long-term partnership focused on enhancing the Client's digital presence and operational efficiency in the luxury hospitality sector.

ARTICLE 3: SCOPE OF SERVICES

3.1 Website Development & Maintenance

The Provider shall develop, deploy, and maintain a luxury hotel booking platform with the following features:

TECHNICAL SPECIFICATIONS

- Next.js 15 framework with App Router
- React 19 for user interface components
- TailwindCSS for responsive styling
- GSAP and Framer Motion for premium animations
- Lenis for smooth scrolling experience
- Mapbox GL for interactive destination maps
- Google Gemini API integration for AI-powered recommendations

WEBSITE FEATURES

- Homepage with hero section, trending hotels, mood matching
- Hotel listing and detail pages with galleries
- Offer listing and detail pages
- Blog section with individual post pages
- Country and style-based hotel filtering
- AI-powered concierge recommendations
- Mobile-responsive design (Desktop, Laptop, Tablet, Mobile)

Includes 20 API Endpoints covering Hotels management, Offers, Blog posts, Destinations, Contact forms, Inquiries, Applications, Newsletter, AI recommendations, and User tracking.

3.2 Administrative Dashboard

The Provider shall develop a comprehensive admin dashboard for business management:

- **Content Management:** Hotels (CRUD), Offers, Blog Posts (Rich Text), Destinations, Styles/Categories.
- **Business Management:** Inbox for user inquiries, Partnership/Angel applications, Newsletter subscriber management, Analytics dashboard.
- **Dashboard Features:** Secure authentication, Clean UI, Real-time sync, Export functionality, Search and filter capabilities.

3.3 SEO Services (Comprehensive Package)

The Provider shall deliver ongoing SEO services including:

- **On-Page Optimization:** Meta titles/descriptions, Header tags (H1-H3), Image alt text, Internal linking, URL structure.
- **Technical SEO:** XML sitemaps, Robots.txt, Google Search Console, Core Web Vitals, Mobile-friendliness, Page speed.
- **Ongoing Services:** Monthly keyword research, Quarterly competitor analysis, Monthly performance reports, Ranking monitoring.

3.4 Technical Support & Maintenance

Support Hours: Monday through Saturday, 9:00 AM to 9:00 PM
(Lebanon/Paris time)

Support Channels: Email (johnny@theelitessolutions.cloud) & WhatsApp
(+961 81 898 056)

Response Times: Critical (4h), High (12h), Normal (24h), Low (48h).

Includes bug fixes, security patches, minor feature enhancements, performance monitoring, database maintenance, and backup management.

3.5 Hosting & Infrastructure

- Web hosting for the Natlaupa platform
- Domain management and DNS configuration
- SSL certificate provisioning and renewal
- CDN integration for optimal performance
- Regular automated backups
- 99.5% uptime guarantee (excluding scheduled maintenance)

ARTICLE 4: DELIVERABLES

4.1 Initial Deliverables

Deliverable	Description	Status
Natlaupa Website	Fully functional luxury hotel booking platform	Completed
Admin Dashboard	Business management interface	To be delivered within 60 days of contract signing
SEO Setup	Initial optimization and tool configuration	Within 30 days of contract signing

4.2 Ongoing Deliverables

SEO Performance Report (Monthly), Keyword Research Update (Monthly), Security Updates (As needed), Bug Fixes (As needed), Backup Verification (Weekly).

4.3 Acceptance Criteria

All deliverables shall function as specified, be compatible with modern browsers (Chrome, Firefox, Safari, Edge), be responsive across all devices, meet WCAG 2.1 AA accessibility standards where applicable, and pass security vulnerability scans.

ARTICLE 5: SERVICE LEVEL AGREEMENT (SLA)

5.1 Availability: The Provider guarantees 99.5% monthly uptime. Downtime excludes scheduled maintenance (48h notice), force majeure, client actions, or third-party outages.

5.2 Response & Resolution

Priority	Definition	Response Time	Target Resolution
Critical	Complete service outage	4 hours	24 hours
High	Major feature unavailable	12 hours	72 hours
Normal	Partial functionality issue	24 hours	7 business days
Low	Minor issue or question	48 hours	14 business days

ARTICLE 6: FINANCIAL TERMS

ANNUAL SERVICE FEE

1,800.00 EUR

MONTHLY PAYMENT

150.00 EUR

6.2 Payment Schedule

- Payments are due on the **1st day of each calendar month**.
- First payment due upon contract execution.

6.3 Payment Methods

- Bank wire transfer
- PayPal
- Wise (TransferWise)

6.4 Late Payment & 6.5 Adjustments

A 15-day grace period applies. Afterward, services may be suspended, and a 2% late fee applies. Fees are fixed for 12 months. Adjustments upon renewal shall not exceed 10% without agreement.

ARTICLE 7: INTELLECTUAL PROPERTY RIGHTS

7.1 License Grant to Client: Upon full payment, the Provider grants the Client a perpetual, non-exclusive, worldwide license to use, host, operate, modify, and create derivative works of the Deliverables, and sub-license to third parties solely for hosting/operating purposes.

7.2 Ownership Retained by Provider: The Provider retains ownership of source code, methodologies, pre-existing tools, libraries, frameworks, and generic components reused in other projects.

7.3 Third-Party Components: The Deliverables incorporate third-party components (Next.js, React, TailwindCSS, GSAP) subject to their respective licenses.

7.4 Client Materials: The Client retains full ownership of brand assets, logos, content, customer data, and domain names.

ARTICLE 8: CONFIDENTIALITY

8.1 Each Party agrees to maintain the confidentiality of the other Party's Confidential Information, use it solely for this Agreement, and not disclose it without consent.

8.2 Exceptions include information that is publicly available, known prior to disclosure, independently developed, or required by law.

8.3 Confidentiality obligations survive termination for a period of **two (2) years**.

ARTICLE 9: DATA PROTECTION

9.1 GDPR Compliance: Both Parties agree to comply with the General Data Protection Regulation (GDPR).

9.2 Data Processing: The Provider acts as a **Data Processor** on behalf of the Client (Data Controller).

9.3 Provider Obligations: Process data only on instructions, ensure confidentiality, implement security measures, assist with requests, and delete/return data upon termination.

9.4 Security Measures: Encrypted transmission (HTTPS/TLS), secure authentication, updates, access controls, and regular backups.

ARTICLE 10: WARRANTIES

10.1 The Provider warrants quality workmanship, substantial conformity to specs for 90 days, non-infringement, and authority to enter this Agreement.

10.2 Remedies for breach include repair, replacement, or refund.

10.3 EXCEPT AS SET FORTH HEREIN, THE PROVIDER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED.

ARTICLE 11: LIABILITY

11.1 TOTAL LIABILITY SHALL NOT EXCEED FEES PAID IN THE PRECEDING 12 MONTHS.

11.2 NEITHER PARTY IS LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DATA LOSS.

11.3 Exceptions apply to confidentiality breaches, willful misconduct, indemnification, and IP infringement.

ARTICLE 12 & 13: TERM & TERMINATION

12. Term: Initial term of **twelve (12) months**. Automatically renews for successive 12-month periods unless 30 days' notice is given.

13.1 Termination for Convenience: 30 days written notice.

13.2 Termination for Cause: Immediate upon material breach (uncured 15 days), insolvency, or failure to pay (30 days overdue).

13.3 Effects: Client pays fees due; Provider delivers work product and data; Transition assistance provided (up to 10 hours).

ARTICLE 14 & 15: GENERAL PROVISIONS

14. Dispute Resolution: Good faith negotiation → Mediation (after 30 days) → Courts of Beirut (Provider) or Paris (Client). Governing law follows jurisdiction. Language: English or French.

15. General: This Agreement constitutes the entire agreement. Amendments must be in writing. Invalidity of one provision does not affect others. Failure to enforce is not a waiver. No assignment without consent (except mergers). Force majeure applies.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of
the date last signed below.

SERVICE PROVIDER**The Elites Solutions****CLIENT****Natlaupa**Name: Johnny JneidTitle: Co-Founder / Representative

Date: _____

Name: _____

Title: _____

Date: _____

Schedules

Schedule A: Contact Information

Provider Contacts

Role	Details
Primary	Johnny Jneid
Email	johnny@theelitessolutions.cloud
Phone	+961 81 898 056

Client Contacts

Role	Details
Primary	hello@natlaupa.fr
Phone	+33 7 75 74 38 75

Schedule B: Service Fees Summary

Item	Description	Amount
Website	Luxury hotel booking platform (Next.js 15)	Included
Admin Dashboard	Full business management dashboard	Included
SEO	Comprehensive SEO services	Included
Support	Extended support (Mon-Sat 9am-9pm)	Included
TOTAL MONTHLY		150.00 EUR
TOTAL ANNUAL		1,800.00 EUR

