

Agreement on Monthly Rental/ Subscription Plan

This Agreement is made and entered into as of [Purchased Date] and delivery as of ("Delivery Date"), by and between **AIM Digitalise**, a company incorporated and existing under the laws of Kolkata Jurisdiction, having its principal place of business at #139, 3th Floor, Rajdanga Main Road, Kolkata - 700107, and [Client Company Name], a company organized and existing under the laws of Kolkata Jurisdiction, with its principal office located at [Insert Client Address] ("Client Name, Contact No."). Developer and Client may be collectively referred to as the "Parties" and individually as a "Party."

WHEREAS, the Client desires to engage AIM Digitalise for the purpose of designing, developing, deploying, and/or maintaining a Website, Web Application, or Cloud-based Software Solution (hereinafter the "Project" or "Software") as a monthly Rental/ subscription basis;

AND WHEREAS, the Client may commission the Project either in the name of its own company/firm or in the name of a newly registered or proposed business entity or enterprise, and AIM Digitalise agrees to provide such services under the terms and conditions set forth herein;
Rental/ Subscription Plan Is [Subscription Plan Name]

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

Details of Website/ Web Application/ Cloud Software Rental/ Subscription Services

1. Service Description

1.1 . Scope of Service:

- Development of a **custom-designed, SEO-optimized, corporate look and professional Website / Web Application / Cloud Software / Marketplace** tailored to the Client's needs.
- Mobile-responsive and cross-browser compatibility, ensuring 99.99% functional responsiveness.
- Execution of a **Non-Disclosure Agreement (NDA)** to guarantee 99.99% data confidentiality and security.
- Provision and maintenance of hosting services, regular upgrades, version renewals, technical support, and bug fixing throughout the rental tenure.
- Access to **online technical support** and **on-site support** (as per availability and geographic feasibility) for discussions related to new functionalities or requirements.
- Monthly **data backup** services, **new feature enhancements** and **if Space limit in server exist**, subject to additional charges.
- Provision for **anytime ownership transfer** from rental to permanent, as detailed in Clause

1.2 . Add-on Features:

- Any kind of features Customization will add on next month on-words rent invoice.
- Business mail Service will add on next month on-words rent invoice.
- Website / Software plan Updation will add on next month on-words rent invoice.
- Payment gateway integration will add on next month on-words rent invoice.
- Digital Marketing activities like- FB & Insta, LinkedIn, Twitter/X, Google Ad words - GMB, SEO, WhatsApp, influencer etc.

2. Rental Terms

- **Refundable Security Deposit:** One month rent including Customization Cost or Rs. 1000/- whichever is greater, which is refundable after the decline of rent agreement and if continued for a minimum period of 12 months.
- **Rent Start Date:** The date of delivery, not from the order close date.
- **Rental Amount (Monthly):** Rent will be collecting in advance, As per below table (excluding applicable taxes).
- **Payment Due Date:** 1st Day of the Month. Last date of due payment is 5th of the respective month. On 10th of the month respective website / Software will be Down Automatically.
- **Duration:** Ongoing until the client discontinues the service or the rental agreement is terminated.

Product Plan	Security Deposit	Monthly Rent
Single Page Basic Corporate Look Website	1000	599
Static Informative Corporate Look Website	1000	999
Dynamic Informative Corporate Look Website	1499	1499
Dynamic Tool-base Corporate Look Website	2599	2599
E-Commerce Single seller Website	3499	3499
E-Commerce Multi-seller Market Place	9999	9999
Andriod Mobile Application	7999	7999
Andriod + iOS Mobile Application	9999	9999
NxtGen CRM software	1499	1499
NxtGen ERP software Pro	2399	2399
NxtGen ERP software Premium plus	3299	3299
NxtGen Payroll software	1499	1499
NxtGen Accounts-Billing Stock Mgt software	1099	1099

1. ****The above Rent Rate or Security Deposit may change in future as per market standard.*

3. Conditions of Service

1. The website and associated resources are provided on a rental/ Subscription basis.
2. Ownership of the website remains with AIM Digitalise; the client has rights only to use the website during the rental period.
3. Non-payment of monthly rental/ subscription fees will result in suspension of concerned services after a grace period as mentioned above.
4. Any customization or additional features requested during the rental period will incur separate charges.
5. The client must provide 30 days' Notice Period prior to terminating the rental agreement.

4. Support & Maintenance

1. Technical support and maintenance services are included in the rental fee.

2. For assistance, contact your dedicated relationship manager or mail us to support@aimdigitalise.com

Details of Rental / Subscription Service Terms and Conditions

5. Scope of Services

5.1 The Provider will develop and provide access to a customized website/ Software for the Client.

2. The website will include design, Domain, hosting server, Renewal, Updation, technical support, and maintenance services as per the agreement.
3. Ownership of the website and associated intellectual property remains with the Provider. The Client is granted a license to use the website during the rental period. In addition, the client can do change, edit, remove, add on their respective data if it is permitted under plan.

6. Rental Fees and Payment Terms

1. The "Security Deposit" amount as mentioned above which is required to pay on the day of order close. One month rent/ subscription including Customization cost or Rs. 1000/- whichever is greater, which is refundable after the decline of rent agreement and if continued for a minimum period of 12 months.
2. The rental amount is **INR 2399.00 /month, + GST** excluding applicable taxes. And
3. Payment due date is on or before 5th day of each Month, where the billing date is 1st day of the each month.
4. The Client is required to make Rental payments via Online from client dashboard. If the payment is made directly to company Bank Account through sales executive, In such case payment details must be forwarded to AIM Digitalise.
5. If the Client consumes server resources (storage, bandwidth, or other hosting infrastructure) beyond the standard allocation provided under the selected rental or service plan (2GB), AIM Digitalise reserves the right to impose additional charges based on the volume of data stored or transferred. Such charges will be communicated to the Client in advance, based on current market rates

7. Term and Termination

1. The rental agreement remains effective on a month-to-month basis unless otherwise agreed upon in writing.
2. Either party may terminate the agreement with **a month written notice**.
3. The Provider may terminate services immediately in case of:
 - o Non-payment of Monthly Rent after a grace period of **5 days**.
 - o Misuse or violation of terms by the Client.
 - o Legal or regulatory reasons affecting the Provider's ability to offer services.
4. Upon termination, the Client's access to the website will be revoked, and the website will be deactivated.

8. Client Responsibilities

1. The Client is responsible for providing accurate and timely content, data, and information required for website development.

2. The Client must ensure the website is used solely for lawful purposes and does not host content that:
 - Violates intellectual property rights.
 - Contains offensive, defamatory, or illegal material.
3. The Client must not attempt to alter, copy, or decompile the website's code or design.
4. **Compliance with Laws:** The client agrees to use the website in adherence to all applicable local, national, and international laws and regulations.
5. **Prohibited Content:** The client shall not use the website to host, display, or distribute any content that is illegal, offensive, defamatory, or infringes on the rights of others.
6. **Indemnification Clause:** The client agrees to indemnify and hold AIM Digitalise harmless from any legal claims or liabilities arising from the client's unlawful use of the website.
7. **Termination Rights:** AIM Digitalise reserves the right to terminate the agreement and suspend website services if the client engages in activities that violate these terms or applicable laws of Kolkata Jurisdiction.
8. AIM Digitalise reserves the right to modify, update, or revise the terms and conditions outlined herein at any time, without prior notice, in accordance with its internal policies and business requirements. Clients are advised to review the terms periodically to remain informed of any changes. Continued use of the services implies acceptance of the updated terms and conditions.
9. **Ownership of Rental/ subscription Plan and Purchase Option:** The client retains the right to discontinue the website rental plan at any time during the term of the agreement after observing all the terms and conditions as framed above. Upon termination of the rental plan, the client may opt to purchase the website. The purchase price will be based on the prevailing market rate and may be subject to negotiation between the client and AIM Digitalise. The final purchase price shall be mutually agreed upon prior to the transfer of ownership.
10. **Design, Development, and Responsibility of Website Usage:** AIM Digitalise will design and develop the website/ Web-Application/ Cloud Software in accordance with the specifications, requirements, and preferences communicated by the client during the initial consultation and project discussions. While AIM Digitalise will ensure delivery of a fully functional and professional website, the client shall bear full and sole responsibility for the manner in which the concern services is used post-deployment. **Any misuse, illegal activity, or unauthorized conduct carried out through the concern services shall be the sole liability of the client. AIM Digitalise shall not be held accountable or liable, under any circumstances, for any loss, damage, legal claim, or consequence arising from the misuse or unethical use of the concern service by the client or any third party.**

9. Provider Responsibilities

1. The Provider will maintain the Product / service functionality, Domain and hosting server, and security during the rental/ subscription period.
2. The Provider will address technical issues reported by the Client within a reasonable time frame.
3. The Provider reserves the right to make updates or changes to improve the service performance or security.

10. Data and Confidentiality

1. The Client retains ownership of any data entered into the website/ database
2. The Provider will not share the Client's data with third parties unless required by law.
3. The Provider will implement standard security measures to protect the Client's data but is not liable for breaches caused by third-party attacks.

11. Limitation of Liability

1. The Provider is not responsible for:
 - o Downtime caused by third-party services (e.g., hosting providers).
 - o Losses arising from misuse of the website by the Client or end users.
 - o Delays caused by the Client's failure to provide necessary information or approvals.
2. The Client must not attempt to alter, copy, or decompile the website's code or design.

12. Dispute Resolution

1. Any disputes arising from this agreement will first be resolved through negotiation between both parties.
2. If unresolved, disputes will be subject to arbitration in the court of law.
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Acknowledgment

By engaging in the rental services, the Client acknowledges that they have read, understood, and agreed to these terms and conditions. **Once the "Security Deposit" payment for the rental service, is being made it will consider that the client is agreed to this "Rental Agreement"** and this will be equivalent to the signed "Rental Agreement" Copy.

Provider: (First Party)

Acknowledgment

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Provider:

Name: AIM Digitalise

Authorized Signatory: _____

Date: [Insert Date]

Client:

Name: [Insert Client Name]

Authorized Signatory: _____

Date: [Insert Date]

