

PROFESSIONAL SERVICES AGREEMENT

QuickBooks Integration and Training Services

This Professional Services Agreement (the "Agreement") is entered into and made effective as of _____ (the "Effective Date"), by and between:

Provider: _____, with a principal place of business at _____

and

Client: _____, with a principal place of business at _____

1. SCOPE OF SERVICES

Provider agrees to perform QuickBooks implementation, integration, and training services (the "Services") as described below:

A. QuickBooks Integration & Setup:

- Chart of accounts configuration and customization.
- Integration of QuickBooks with the following third-party applications/systems:

- Data migration and historical data clean-up as specified:

B. Training Services:

- Conducting _____ training sessions for Client's designated personnel.
- Provision of training materials and standard operating procedures (SOPs) customized for Client's workflow.

2. FEES AND PAYMENT TERMS

- A. **Service Fees:** Client shall pay Provider a total fee of _____ for the Services outlined in Section 1.
- B. **Payment Schedule:** Payments shall be made in installments according to the following schedule:
- Deposit / Initial Payment: _____ due upon execution of this Agreement.
 - Milestone 1 Payment: _____ due upon completion of _____.
 - Final Payment: _____ due upon completion of training and final handover.
- C. **Reimbursable Expenses:** Client shall reimburse Provider for pre-approved, out-of-pocket expenses incurred in connection with the performance of the Services.

3. CLIENT RESPONSIBILITIES

Client shall provide Provider with timely access to necessary financial records, banking credentials, third-party software accounts, and personnel required for the successful completion of the Services. Delays in providing such access may result in adjustments to the project timeline and additional fees.

4. TERM AND TERMINATION

- A. **Term:** This Agreement shall commence on the Effective Date and shall remain in effect until the Services are completed, unless terminated earlier in accordance with this Section.
- B. **Termination for Convenience:** Either party may terminate this Agreement upon _____ days written notice to the other party.
- C. **Termination for Cause:** Either party may terminate this Agreement immediately upon written notice if the other party breaches any material term of this Agreement and fails to cure such breach within _____ days of receipt of written notice.

5. CONFIDENTIALITY

Provider acknowledges that during the performance of the Services, Provider may have access to Client's confidential and proprietary financial and business information. Provider agrees to maintain the strict confidentiality of all such information and shall not disclose it to any third party without the express written consent of Client.

6. INTELLECTUAL PROPERTY

Upon full payment of all fees due under this Agreement, all customized training materials, SOPs, and configurations created specifically for Client shall become the property of Client. Provider retains all rights to its pre-existing methodologies, templates, and general knowledge used in performing the Services.

7. LIMITATION OF LIABILITY

In no event shall either party be liable to the other for any indirect, special, incidental, or consequential damages. Provider's total liability under this Agreement shall not exceed the total amount of fees actually paid by Client to Provider under this Agreement.

8. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of law principles. Any disputes arising under this Agreement shall be resolved through binding arbitration in _____.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements, understandings, or representations, whether written or oral.

CLIENT:

By (Signature)

Name (Printed)

Title

Date

PROVIDER:

By (Signature)

Name (Printed)

Title

Date