

LEDGER MIGRATION AND SYSTEM SETUP SERVICE AGREEMENT

This Ledger Migration and System Setup Service Agreement (the "Agreement") is entered into and made effective as of _____, 20____, by and between:

Service Provider: _____, with a principal place of business at _____ ("Provider"),

and

Client: _____, with a principal place of business at _____ ("Client").

1. PURPOSE & SCOPE OF SERVICES

Provider agrees to perform accounting system setup and historical ledger migration services as described below:

- a. **System Setup:** Configuration of the new accounting software platform, including chart of accounts, user roles, permissions, bank integrations, and financial reporting templates.
- b. **Data Migration:** Extraction, cleansing, mapping, and importing of legacy ledger data, including historical transactions, trial balances, customer records, vendor profiles, and outstanding invoices, covering the historical period from _____ to _____.
- c. **Reconciliation & Verification:** Post-migration reconciliation of balance sheets and trial balances to ensure financial data integrity between the legacy system and the new platform.
- d. **Training:** Delivery of _____ hours of system training for Client's designated personnel.

2. FEES AND PAYMENT TERMS

In consideration for the services rendered under this Agreement, Client shall pay Provider in accordance with the following terms:

- **Total Service Fee:** Flat fee of _____.
- **Deposit:** An initial non-refundable deposit of _____ is due upon signing of this Agreement prior to commencement of services.
- **Milestone Payments:**
 - _____ due upon completion of legacy ledger data extraction.
 - _____ due upon successful system setup configuration and draft migration.
 - The final balance of _____ due upon final reconciliation, sign-off, and handover.
- **Late Payments:** Any unpaid balances outstanding past _____ days from the invoice date shall accrue interest at a rate of _____ % per month.

3. CLIENT RESPONSIBILITIES AND ACCESS

Client agrees to provide timely cooperation, including but not limited to:

- a. Providing administrative access to legacy accounting databases, files, and third-party systems necessary for extraction within _____ days of the effective date.
- b. Designating a primary point of contact authorized to make decisions regarding accounts mapping and ledger adjustments.
- c. Reviewing and approving migrated data reconciliations within _____ days of submission by Provider. Provider shall not be liable for delays caused by Client's failure to provide access or approvals.

4. TERM AND TERMINATION

This Agreement shall commence on the effective date and shall remain in effect until the completion of services, unless terminated earlier in accordance with this Section. Either party may terminate this Agreement upon _____ days written notice if the other party breaches any material term of this Agreement and fails to cure such breach within the notice period.

5. CONFIDENTIALITY AND DATA SECURITY

Provider acknowledges that in the course of performing services, Provider will have access to non-public, sensitive financial data of the Client. Provider agrees to maintain strict confidentiality of all such information, implement commercially reasonable technical and organizational security measures to prevent unauthorized access or disclosure, and use the data solely for the purpose of executing the services under this Agreement.

6. LIMITATION OF LIABILITY

To the maximum extent permitted by law, in no event shall Provider be liable for any indirect, consequential, special, or incidental damages, including but not limited to loss of data, loss of profits, or business interruption, arising out of the services provided. Provider's total aggregate liability under this Agreement shall not exceed the total fees actually paid by Client to Provider.

7. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of _____, without regard to its conflict of law principles. Any legal action arising under this Agreement shall be brought exclusively in the courts of _____ County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CLIENT:

PROVIDER:

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date