

SOFTWARE DEPLOYMENT AND ACCOUNTING ADVISORY SERVICES AGREEMENT

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

Client: _____, with its principal place of business located at _____ (hereinafter referred to as the "Client"),

and

Service Provider: _____, with its principal place of business located at _____ (hereinafter referred to as the "Provider").

RECITALS

WHEREAS, Client desires to retain Provider to perform software implementation, system deployment, and professional accounting advisory services; and

WHEREAS, Provider possesses the necessary expertise, licenses, and personnel to perform such services and agrees to provide them under the terms and conditions set forth herein;

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

1. SCOPE OF SERVICES

Provider shall perform the following services (collectively, the "Services") in accordance with the specifications detailed below:

1. System Implementation & Software Deployment:

Provider shall install, configure, integrate, and deploy the following software systems: _____. Services include data migration, system testing, and user training as detailed in Schedule A.

2. Accounting Advisory Services:

Provider shall deliver professional accounting advisory services, including but not limited to chart of accounts alignment, financial reporting setup, internal control evaluations, and system-to-ledger reconciliation support.

2. FEES AND PAYMENT TERMS

1. **Service Fees:** As compensation for the Services, Client shall pay Provider the total sum of _____, or billing rates according to the schedule set forth in Schedule B.

2. **Invoicing:** Invoices shall be issued _____. Client shall pay all undisputed invoice amounts within _____ days of the invoice date.

3. **Late Payments:** Overdue payments shall accrue interest at a rate of _____ % per month, or the maximum rate permitted by law, whichever is lower.

3. TERM AND TERMINATION

1. **Term:** This Agreement shall commence on the Effective Date and shall remain in effect until the Services are completed, or until _____, whichever is earlier, unless terminated sooner in accordance with this Section.

2. **Termination for Convenience:** Either party may terminate this Agreement without cause upon giving _____ days written

notice to the other party.

3. **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 thereof.

4. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

1. **Confidential Information:** Each party agrees to protect and keep confidential all non-public information disclosed by the other party during the term of this Agreement.
2. **Intellectual Property Rights:** All pre-existing intellectual property shall remain the property of its respective owner. Upon full payment of all fees, any custom configurations and deliverables developed specifically for the Client shall become the sole property of the Client, excluding any underlying proprietary methodologies, tools, or software owned by the Provider.

5. LIMITATION OF LIABILITY AND INDEMNIFICATION

1. **Limitation of Liability:** In no event shall either party be liable for any indirect, special, incidental, or consequential damages. Provider's total aggregate liability under this Agreement shall not exceed the total fees paid by Client to Provider under this Agreement.
2. **Indemnification:** Each party shall indemnify and hold harmless the other party from any third-party claims arising out of the indemnifying party's gross negligence or willful misconduct.

6. MISCELLANEOUS

1. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State/Country of _____, without regard to its conflict of law principles.
2. **Entire Agreement:** This Agreement, including any attached schedules, constitutes the entire understanding between the parties and supersedes all prior agreements, discussions, or representations.
3. **Amendments:** Any amendment or modification to this Agreement must be made in writing and signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Software Deployment and Accounting Advisory Services Agreement as of the Effective Date written above.

CLIENT:

Authorized Signature

Printed Name

Title

Date

SERVICE PROVIDER:

Authorized Signature

Printed Name

Title

Date