

# CLOUD ACCOUNTING ONBOARDING AND DATA MIGRATION AGREEMENT

This Cloud Accounting Onboarding and Data Migration Agreement (the "Agreement") is entered into and made effective as of \_\_\_\_\_ (the "Effective Date"), by and between:

**Service Provider:**

\_\_\_\_\_  
\_\_\_\_\_

(hereinafter referred to as the "Provider")

**Client:**

\_\_\_\_\_  
\_\_\_\_\_

(hereinafter referred to as the "Client")

## 1. Scope of Services

The Provider agrees to perform the following services (collectively, the "Services"):

- System Setup & Onboarding:** Configuration of the cloud accounting platform, including chart of accounts customization, tax rate settings, user permissions, and integration of bank feeds.
- Data Migration:** Extraction, cleaning, and migration of historical financial data, including customer profiles, vendor profiles, open invoices, outstanding bills, and historical trial balances from the legacy system.
- Testing & Validation:** Reconciliation of migrated data against legacy system reports to ensure accuracy and completeness.
- Training & Support:** Delivery of system training sessions and post-go-live support as outlined in the Service Schedule.

## 2. Legacy and Target Systems

**Legacy System (Source):** \_\_\_\_\_

**Target Cloud Platform:** \_\_\_\_\_

**Migration Start Date:** \_\_\_\_\_

**Target Go-Live Date:** \_\_\_\_\_

## 3. Client Responsibilities

The Client shall provide timely access to legacy system databases, accounting records, backup files, and any necessary administrative credentials. The Client acknowledges that delays in providing such access or clean, accurate historical data may result in project delays and additional fees.

## 4. Fees and Payment Terms

1. **Total Service Fee:** The Client agrees to pay the Provider a total fee of \_\_\_\_\_ for the execution of the Services.

2. **Payment Schedule:**

- Deposit (due upon signing): \_\_\_\_\_
- Upon completion of data migration: \_\_\_\_\_
- Upon final delivery and handoff: \_\_\_\_\_

3. **Late Payments:** Overdue payments shall accrue interest at a rate of \_\_\_\_\_ % per month.

## 5. Confidentiality and Data Security

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The Provider agrees to keep all Client financial, proprietary, and personal data strictly confidential. The Provider shall implement appropriate industry-standard technical and organizational security measures to protect the Client's data during the migration process.

## 6. Limitation of Liability

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The Provider shall not be liable for any indirect, incidental, or consequential damages resulting from data inaccuracies present in the Client's source files, or for service interruptions caused by third-party cloud platforms. The Provider's maximum liability under this Agreement shall not exceed the total fees paid by the Client to the Provider under this Agreement.

## 7. Governing Law and Dispute Resolution

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This Agreement shall be governed by and construed in accordance with the laws of \_\_\_\_\_. Any disputes arising from this Agreement shall be resolved through amicable negotiation, or if necessary, through binding arbitration in the specified jurisdiction.

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

**For Service Provider:**

\_\_\_\_\_

Authorized Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**For Client:**

\_\_\_\_\_

Authorized Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

