

PROFESSIONAL SERVICES AGREEMENT

ACCOUNTING SYSTEM SETUP AND MIGRATION SERVICES

This Professional Services Agreement (the "Agreement") is entered into as of _____, 20_____
(the "Effective Date"), by and between:

Service Provider: _____

Address: _____

Contact Person: _____

Client: _____

Address: _____

Contact Person: _____

1. Scope of Services

The Service Provider agrees to perform the accounting system setup and data migration services as described below (the "Services"):

- 1. Current System Review:** Assessment of Client's current accounting system and data structure from _____.
- 2. System Setup:** Configuration of the new accounting system, namely _____, including chart of accounts, tax rates, bank connections, and user permissions.
- 3. Data Migration:** Extraction, cleaning, mapping, and importing of historical financial data, including:
 - General ledger balances as of _____.
 - Customer and Vendor contact records.
 - Outstanding Accounts Receivable (AR) and Accounts Payable (AP) as of _____.
 - Historical transactions for the period of _____ to _____.
- 4. Reconciliation & Testing:** Validation and reconciliation of migrated data against trial balances of the legacy system.
- 5. Training & Support:** Provision of _____ hours of training for designated Client staff members.

2. Fees and Payment Terms

The Client shall pay the Service Provider for the Services rendered according to the following schedule:

| Milestone / Deliverable | Estimated Completion Date | Amount (Currency: _____) |
|--|---------------------------|--------------------------|
| Initial Deposit / Project Kickoff | _____ | _____ |
| System Configuration & Mapping Approval | _____ | _____ |
| Data Migration & Reconciliation Completion | _____ | _____ |
| Final Delivery & Post-Go-Live Support Sign-off | _____ | _____ |

Invoices are payable within _____ days of receipt. Late payments shall bear interest at a rate of _____ % per month.

3. Client Responsibilities & Target Systems

The execution of the Services is dependent upon the Client providing timely access to necessary systems, data, and personnel:

- Client shall provide complete access credentials and data exports of the legacy system within _____ days of the Effective Date.
- Client is responsible for the accuracy and completeness of all source data provided.
- Client shall designate a primary point of contact authorized to make decisions regarding system configurations.

4. Confidentiality and Data Security

1. The Service Provider acknowledges that in the course of performing the Services, they will have access to sensitive financial, proprietary, and personal information of the Client.
2. The Service Provider agrees to maintain strict confidentiality of all data and shall not disclose it to any third party without the express written consent of the Client.
3. The Service Provider shall implement appropriate technical and administrative safeguards to protect Client data from unauthorized access, loss, or alteration.

5. Term and Termination

This Agreement shall commence on the Effective Date and shall remain in effect until the completion of the Services, unless terminated earlier as provided herein.

- 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.
- Upon termination, the Client shall pay the Service Provider for all Services performed up to the date of termination.

6. Limitation of Liability

The Service Provider shall not be liable to the Client for any indirect, incidental, special, or consequential damages arising out of or in connection with the Services, including but not limited to loss of revenue, loss of data, or business interruption, even if advised of the possibility of such damages. The Service Provider's total liability under this Agreement shall not exceed the total fees paid by the Client to the Service Provider under this Agreement.

7. Governing Law and Jurisdiction

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

8. Entire Agreement

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

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

For Service Provider:

Signature: _____

Name: _____

Title: _____

Date: _____

For Client:

Signature: _____

Name: _____

Title: _____

Date: _____