

# FINANCIAL DATABASE MIGRATION AND SETUP SERVICES CONTRACT

This Financial Database Migration and Setup Services Contract (the "Agreement") is entered into and made effective as of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date"), by and between:

**Service Provider:** \_\_\_\_\_, with a principal place of business at \_\_\_\_\_ (hereinafter referred to as the "Consultant"),

and

**Client:** \_\_\_\_\_, with a principal place of business at \_\_\_\_\_ (hereinafter referred to as the "Client").

WHEREAS, the Client desires to retain the Consultant to perform financial database migration and accounting system setup services, and the Consultant agrees to perform such services under the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

## 1. Scope of Services

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The Consultant shall perform the following services (collectively, the "Services"):

- A. **Accounting System Setup:** Configuration of the target accounting system, including setup of the chart of accounts, user roles, financial reporting structures, and integration with the following ancillary systems:  
\_\_\_\_\_.
- B. **Data Migration:** Extraction, transformation, cleansing, and loading (ETL) of historical financial data from the Client's legacy system, specifically \_\_\_\_\_, into the new target database system, covering the historical period from \_\_\_\_\_ to \_\_\_\_\_.
- C. **Validation and Reconciliation:** Performing trial balances and database integrity checks to verify migration accuracy.
- D. **Training and Support:** Providing \_\_\_\_\_ hours of post-migration training and technical support to designated Client staff.

## 2. Term and Schedule

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The Services shall commence on \_\_\_\_\_, 20\_\_\_\_, and shall be completed on or before \_\_\_\_\_, 20\_\_\_\_, in accordance with the following milestone schedule:

Milestone 1: Legacy Data Extraction completed by: \_\_\_\_\_

Milestone 2: System Configuration and Mapping completed by: \_\_\_\_\_

Milestone 3: Data Load and Validation completed by: \_\_\_\_\_

Milestone 4: Final Handover and Training completed by: \_\_\_\_\_

## 3. Compensation and Payment

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The Client shall pay the Consultant for the Services rendered under this Agreement as follows:

- A. **Total Fee:** A flat service fee of \$ \_\_\_\_\_ USD.
- B. **Payment Schedule:** Payments shall be made in installments according to the following schedule:
  - Initial deposit / Retainer: \$ \_\_\_\_\_ due upon execution of this Agreement.
  - Upon completion of Milestone 2: \$ \_\_\_\_\_.
  - Upon completion of Milestone 3: \$ \_\_\_\_\_.
  - Final payment: \$ \_\_\_\_\_ due within \_\_\_\_\_ days of project completion.

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

#### 4. Client Obligations and Access

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The Client shall provide the Consultant with timely and reasonable access to all legacy databases, software licenses, IT infrastructure, API keys, and personnel necessary for the execution of the Services. The Consultant shall not be responsible for project delays resulting from the Client's failure to provide such access or data in a timely manner.

#### 5. Data Security and Confidentiality

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- A. The Consultant acknowledges that in the course of performing the Services, it will have access to highly sensitive financial data, customer lists, proprietary configurations, and business operational information of the Client.
- B. The Consultant agrees to maintain the absolute confidentiality of all such data and shall implement industry-standard administrative, physical, and technical safeguards to prevent unauthorized access, disclosure, loss, or alteration of the Client's financial data.
- C. Upon termination or completion of the Services, the Consultant shall securely delete or return all source data files, access credentials, and backups within \_\_\_\_\_ business days.

#### 6. Warranties and Limitation of Liability

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The Consultant warrants that the Services shall be performed in a professional, workmanlike manner consistent with prevailing industry standards. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, THE CONSULTANT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. In no event shall either party be liable to the other for any indirect, consequential, special, or punitive damages arising out of or in connection with 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 the State of \_\_\_\_\_. Any disputes arising out of this Agreement shall be resolved through binding arbitration in \_\_\_\_\_ under the rules of the American Arbitration Association.

IN WITNESS WHEREOF, the parties hereto have executed this Financial Database Migration and Setup Services Contract as of the Effective Date.

**CLIENT:**

Authorized Representative Signature

Printed Name

Title

Date

**CONSULTANT:**

Authorized Representative Signature

Printed Name

Title

Date