

# ACCOUNTING SYSTEM SETUP AND MIGRATION SERVICES AGREEMENT

This Accounting System Setup and Migration Services Agreement (the "Agreement") is entered into and made effective as of \_\_\_\_\_, 20\_\_\_\_, by and between:

**Service Provider:** \_\_\_\_\_

Address: \_\_\_\_\_

Contact Email: \_\_\_\_\_

**and**

**Client:** \_\_\_\_\_

Address: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Collectively referred to herein as the "Parties" or individually as a "Party."

## 1. SCOPE OF SERVICES

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The Service Provider agrees to perform the following accounting system setup and migration services (the "Services"):

- 1. Target System Setup:** Configuration and setup of the target accounting platform, namely \_\_\_\_\_, including chart of accounts, tax rates, user roles, permissions, and initial preference settings.
- 2. Data Extraction & Cleaning:** Extraction of financial data from the legacy system, namely \_\_\_\_\_, and formatting, mapping, and cleaning of such data prior to import.
- 3. Data Migration:** Migration of historical data, including ledger balances, customer data, vendor details, open invoices, outstanding bills, and bank transactions for the period starting \_\_\_\_\_ and ending \_\_\_\_\_.
- 4. Reconciliation & Verification:** Reconciliation of post-migration trial balances and ledger accounts against the legacy system reports to ensure accuracy.
- 5. Training & Support:** Delivery of \_\_\_\_\_ hours of training to Client staff, and post-go-live technical support for a period of \_\_\_\_\_ days following completion.

## 2. CLIENT OBLIGATIONS AND DATA ACCESS

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To facilitate the timely performance of the Services, the Client shall:

1. Provide administrative access and authorization to both legacy and target accounting software systems.
2. Designate a primary contact person to coordinate communications, clarify data discrepancies, and provide approvals.
3. Ensure all historical financial data to be migrated is complete, validated, and ready for extraction prior to the commencement of work.

## 3. FEES AND PAYMENT TERMS

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In consideration for the performance of the Services, the Client shall pay the Service Provider as follows:

- 1. Total Service Fee:** A total fee of \$ \_\_\_\_\_.
- 2. Payment Schedule:**
  - Deposit of \$ \_\_\_\_\_ due upon execution of this Agreement.
  - Milestone Payment of \$ \_\_\_\_\_ due upon completion of data migration and reconciliation.

- Final Balance of \$ \_\_\_\_\_ due upon final delivery, training, and client sign-off.

3. **Additional Out-of-Scope Work:** Any work requested by the Client outside the scope of this Agreement will be billed at an hourly rate of \$ \_\_\_\_\_ per hour, subject to prior written approval by the Client.

#### 4. TERM AND TERMINATION

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This Agreement shall commence on the effective date and shall continue until the completion of the Services, estimated to be on or around \_\_\_\_\_, 20\_\_\_\_, unless terminated earlier. Either Party may terminate this Agreement with \_\_\_\_\_ days written notice. In the event of early termination, the Client shall compensate the Service Provider for all completed work and reasonable expenses incurred up to the date of termination.

#### 5. CONFIDENTIALITY AND DATA SECURITY

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The Service Provider acknowledges that in the course of performing the Services, it will have access to non-public financial information and proprietary data of the Client. The Service Provider agrees to maintain the strict confidentiality of all such information, to implement industry-standard security protocols to prevent unauthorized access or disclosure, and to use the data solely for the purpose of executing the Services under this Agreement.

#### 6. LIMITATION OF LIABILITY

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The Service Provider shall perform the Services with reasonable care, skill, and diligence. The Service Provider shall not be held liable for inaccuracies, omissions, or errors resulting from incomplete, incorrect, or corrupted data provided by the Client or native system limitations of the software platforms utilized. Under no circumstances shall either Party's total cumulative liability exceed the total amount of fees paid to the Service Provider under this Agreement.

#### 7. GOVERNING LAW

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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.

IN WITNESS WHEREOF, the Parties hereto have executed this Accounting System Setup and Migration Services Agreement as of the effective date written above.

#### SERVICE PROVIDER:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

#### CLIENT:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date