

SERVICES AGREEMENT

SYSTEM IMPLEMENTATION AND ACCOUNTING ADVISORY SERVICES

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

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

and

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

The Consultant and the Client may collectively be referred to as the "Parties" or individually as a "Party."

RECITALS

WHEREAS, the Client desires to engage the Consultant to perform certain Enterprise Resource Planning (ERP) system implementation and accounting advisory services; and

WHEREAS, the Consultant represents that it possesses the necessary expertise, qualifications, and resources 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 promises contained herein, the Parties agree as follows:

1. SCOPE OF SERVICES

The Consultant shall perform the following system implementation and accounting advisory services (collectively, the "Services"):

- a. **ERP System Implementation:** Assistance with the configuration, data migration, testing, and deployment of the ERP system designated as _____.
- b. **Accounting Advisory:** Designing general ledger chart of accounts, establishing financial reporting structures, mapping transaction flows, and ensuring alignment with relevant accounting standards.
- c. **Training & Support:** Delivering training sessions to designated Client staff and providing post-implementation support as specified in subsequent work orders.
- d. Additional services as mutually agreed upon in writing by both Parties through subsequent Change Orders or Addenda.

2. TERM AND TERMINATION

1. **Term:** This Agreement shall commence on the Effective Date and shall remain in full force and effect until _____, or until the Services are completed, whichever is earlier, unless terminated sooner in accordance with this Section.
2. **Termination for Convenience:** Either Party may terminate this Agreement without cause by providing _____ days' prior written notice to the other Party.
3. **Termination for Cause:** Either Party may terminate this Agreement immediately upon written notice if the other Party commits a material breach of this Agreement and fails to cure such breach within _____ days after receiving written notice thereof.

3. FEES AND PAYMENT TERMS

1. **Fees:** For the Services rendered under this Agreement, the Client shall pay the Consultant a fee of _____, payable in accordance with the payment schedule set forth herein: _____.
2. **Expenses:** The Client shall reimburse the Consultant for reasonable, pre-approved out-of-pocket expenses incurred in connection with the performance of the Services.

3. **Invoicing:** The Consultant shall submit invoices_____. All invoices shall be paid by the Client within_____ days from the invoice date.

4. CONFIDENTIALITY

Each Party agrees to keep confidential all non-public information, technical data, trade secrets, financial details, or business information disclosed by the other Party during the term of this Agreement. Confidential Information shall not be disclosed to any third party without the prior written consent of the disclosing Party, except as required by law.

5. INTELLECTUAL PROPERTY

All pre-existing intellectual property belonging to either Party shall remain the sole property of that Party. Upon full payment of all fees due under this Agreement, any deliverables, custom configurations, or reports generated specifically for the Client under this Agreement shall become the property of the Client, subject to a non-exclusive, perpetual, royalty-free license granted to the Consultant to use any general skills, ideas, or techniques acquired during the performance of the Services.

6. LIMITATION OF LIABILITY

In no event shall either Party be liable to the other for any indirect, incidental, special, or consequential damages arising out of or in connection with this Agreement. The Consultant's total liability for any claims arising out of this Agreement shall not exceed the total amount of fees actually paid by the Client to the Consultant under this Agreement.

7. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of_____, without regard to its conflict of law principles. Any dispute arising out of or relating to this Agreement shall be resolved through good faith negotiations, failing which the parties agree to submit the dispute to the exclusive jurisdiction of the courts located in_____.

8. MISCELLANEOUS

1. **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties regarding the subject matter hereof and supersedes all prior discussions, agreements, or understandings.
2. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
3. **Amendments:** This Agreement may only be amended or modified by a written instrument signed by authorized representatives of both Parties.

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

For the Consultant:

Signature

Name

Title

Date

For the Client:

Signature

Name

Title

Date

