

MASTER SERVICES AGREEMENT

QUICKBOOKS IMPLEMENTATION & TRAINING SERVICES

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

Provider: _____

Address: _____

Client: _____

Address: _____

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

1. SCOPE OF SERVICES

Provider agrees to perform QuickBooks implementation, setup, data migration, customization, and/or training services (the "Services") as detailed in one or more Statements of Work (each, an "SOW") executed by both Parties. Each SOW shall reference this Agreement and be subject to its terms and conditions.

2. FEES AND PAYMENT

- A. **Fees:** Client shall pay Provider the fees specified in each applicable SOW.
- B. **Invoicing and Payment:** Invoices will be issued in accordance with the schedule set forth in the SOW. Payment is due within _____ days of the invoice date.
- C. **Late Payments:** Late payments shall accrue interest at a rate of _____% per month, or the maximum rate permitted by law, whichever is lower.

3. CLIENT RESPONSIBILITIES

Client shall provide timely access to necessary financial data, existing accounting systems, personnel, software licenses, and administrative credentials required for Provider to perform the Services. Provider shall not be liable for project delays resulting from Client's failure to provide such access or information.

4. TERM AND TERMINATION

- A. **Term:** This Agreement shall commence on the Effective Date and shall remain in effect until terminated by either Party in accordance with this Section.
- B. **Termination for Convenience:** Either Party may terminate this Agreement or any SOW for convenience upon _____ days' written notice to the other Party.
- C. **Termination for Cause:** Either Party may terminate this Agreement immediately if the other Party materially breaches any provision of this Agreement and fails to cure such breach within _____ days of receiving written notice of the breach.

5. CONFIDENTIALITY

Each Party agrees to protect and maintain the confidentiality of all non-public, proprietary, or sensitive financial and business information disclosed by the other Party during the course of the Services. This obligation shall survive the expiration or termination of this Agreement.

6. PROPRIETARY RIGHTS

Client retains all ownership rights in its financial data. Training materials, documentation, templates, and methodologies developed or provided by Provider prior to or during the performance of the Services shall remain the exclusive property of Provider, granting Client a non-exclusive, non-transferable license to use such materials solely for its internal business operations.

7. WARRANTIES AND LIMITATION OF LIABILITY

- A. **Warranty:** Provider warrants that the Services will be performed in a professional and workmanlike manner. EXCEPT AS EXPRESSLY SET FORTH HEREIN, PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- B. **Limitation of Liability:** In no event shall either Party be liable for any indirect, incidental, special, or consequential damages. Provider's total liability under this Agreement shall not exceed the total amount of fees paid by Client to Provider under the specific SOW giving rise to the claim.

8. GOVERNING LAW AND JURISDICTION

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

9. MISCELLANEOUS

This Agreement, including any executed SOWs, constitutes the entire agreement between the Parties and supersedes all prior discussions, agreements, or understandings. This Agreement may only be amended in a writing signed by authorized representatives of both Parties.

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

PROVIDER:

By: _____

Name: _____

Title: _____

Date: _____

CLIENT:

By: _____

Name: _____

Title: _____

Date: _____