

Agreement for IT Projects and Services

(hereinafter referred to as "Agreement")

between

Allianz SE

Königinstr. 28
80802 München

- hereinafter referred to as the "**Customer**" -

and

ZXY Ltd

Banglore 121212

- hereinafter referred to as the "**Contractor**" -

– Customer and the Contractor shall each be referred to individually as the "**Party**" and collectively as the "**Parties**" –

1. Subject Matter, Applicable Terms and Conditions

1.1. The subject matter of this Agreement is the provision [Insert short, general description of scope] by the Contractor as set forth in Attachment 1 (Service Description) (hereinafter referred to as the "Contractual Services") for Customer.

1.2. The following terms and conditions shall apply:

- Customer's *General Terms and Conditions for IT Projects and Services* ("GTC") accessible at <https://azse.procurement.allianz.com> under "Allgemeine Einkaufsbedingungen" respectively "General Terms and Conditions".
- the Framework Agreement between [customer and contractor] dated from [date]

2. General implementing provisions

2.1. The Contractor shall manage and organize the supply of the Contractual Services on his own responsibility.

2.2. The Parties agree that Contractor's employees shall not be integrated in the work organization of the Customer. The Parties shall take the necessary measures to avoid such an integration, in particular, both Parties shall train their employees to ensure that they are able to comply with the obligations of this Agreement. No internal e-mail address or telephone number shall be assigned to the Contractor or the Contractor's employees.

2.3. The Contractor's employees work independently under the exclusive authority of the Contractor. This applies even if, due to the special features of the performance of Contractual Services, a joint team must be formed with employees of the Customer.

2.4. The Contractor's employees are not subject to any right of instruction of the Customer, the clients of the Customer and his employees, in particular with regard to place, time and content of the Contractual Services or any disciplinary action.

2.5. The selection and classification of the Contractor's employees is the sole responsibility of the Contractor.

2.6. The Contractor shall determine the working time and workplace of the Contractor's employees on his own responsibility. At the same time, this shall not negatively affect Contractor's compliance with agreed deadlines for milestones/work results.

2.7. The Parties agree that the Contractor's employees do not need to notify the Customer in case of illness, holidays or other events for absence from work. The Customer may not demand such notifications from the Contractor's employees. The organization of any necessary replacement is the exclusive responsibility of the Contractor.

2.8. The Contractor is also obliged to report any violation of this section 2 by the Customer or his personnel immediately in writing (e-mail is sufficient) with a detailed description of the incident to Customers' Compliance organization (mail to: AllianzTechnology.Compliance@allianz.com).

3. Due Dates

The due dates to be met by the Contractor and the individual project phases are set out:

- in the following milestone plan

Serial no.	Description of milestone	Work Results due	Due date for the provision of the milestone
Click	Click	Click	Click
Click	Click	Click	Click
Click	Click	Click	Click
Click	Overall acceptance of the Contractual Services	Click	Click

- in Attachment 2 (Milestones).

- N/A

4. Specific Cooperation Obligations of Customer

- No.
- Yes, namely the following: [Click here to enter text]

As far as possible, the Contractor shall provide the agreed services with his own work equipment (such as mobile phone, notebook etc.). Exceptionally, if this is necessary for objective reasons, e. g. for security reasons, the Customer will provide IT-systems or internet connections.

5. Subcontractors

The following Subcontractors are approved:

ZXY LTD Trivandrum

6. Central Points of Contact/Project Management

6.1. The coordination of the provision of the Contractual Services and the associated communication shall be organized exclusively via the central Customer Contact and Contractor's Project Managers as set out below ("Central Points of Contact"):

Customer Contact:

Surname: ABCD
First name: EFG
Telephone number: 123456789
e-mail address: abcdefg@allianz.com

Contractor's Project Manager:

Surname: POK
First name: UYT
Telephone number: 1234561234
e-mail address: POKUYT@ZXY.com

6.2. The Parties are required to handle service-related questions or comments exclusively with the responsible Central Points of Contact. All communication between the Customer and the Contractor's employees must be made via the project manager of the Contractor.

6.3. Only the Contractor's project manager or the Contractor himself may supervise or control the efficiency of the Contractor's employees and only they have the right to issue instructions. This applies in particular to the control of the performance of the Contractor's employees.

7. Project Steering Committee

The Parties agree on the appointment of a Project Steering Committee:

No.

Yes.

- **Duties:**
Authority to make decisions
Coordination and provision of information within the project
Coordination of cooperation Checking deadlines etc.
[Please adapt this proposal accordingly]
- **Composition:**
[Click here to enter text]
- **Other:**
[Click here to enter text]

8. Place of performance

The Parties agree that the place of performance shall be

- the seat of the customer
- others (please specify)

Location Name: Techzone
 Street: Kazhakootam
 City: Trivandrum
 Country: India

9. Remuneration/Invoicing

9.1. Remuneration

The Parties agree on the following remuneration for the provision of the Contractual Services:

- Fixed price pursuant in the amount of EUR [Click here to enter text.](#) (net).
- Remuneration based on time expended and on the hourly/daily rates agreed in **Attachment 3** (Rate Card) (see table below with cost estimate).
- Remuneration based on time expended (see table below with cost estimate) with an upper limit of EUR 40000 EUR (net) pursuant to Section 8.2.3 of the GTC.

Contractual Service	Service Category Name*	Skill Level**	Number of units	Unit (e.g. hour/man-day)	Price per unit in EUR (net)	Total in EUR (net)
Software engineer	SC02	Expert	40	Man day	1000	40000
Click	Click	Click	Click	Click	Click	Click
Click	Click	Click	Click	Click	Click	Click
Click	Click	Click	Click	Click	Click	Click
Click	Click	Click	Click	Click	Click	Click
Click	Click	Click	Click	Click	Click	Click
Click	Click	Click	Click	Click	Click	Click

* Service Category Names:

- SC1 - IT Strategy Consulting
- SC2 - IT Architecture
- SC3 - Project Management / Service Management
- SC4 - Project Management Office
- SC5 - Functional Analysis
- SC6 - Process Analysis
- SC7 - Application Development & Maintenance
- SC8 - Test Engineering

- SC9 - Database Engineering
- SC10 - Infrastructure Network Engineering
- SC11 - Infrastructure IT-Security Engineering (technical)
- SC12 - Infrastructure Desktop and Service Desk Engineering
- SC13 - Infrastructure Engineering
- SC14 - Infrastructure Administration
- SC15 - Operation
- SC16 - IT Risk & Security

** Skill Levels:

- Experienced
- Senior
- Expert

9.2. Invoicing

The Contractor shall invoice the remuneration as follows:

- monthly in arrears.
- after overall acceptance.
- following the acceptance of the milestones listed below:

Serial no.	Milestone due date	Work Results	Payment
Click	Click	Click	Click
Click	Click	Click	Click
Click	Click	Click	Click
Click	Click	Overall acceptance	Click

- VAT does not apply due to the tax affinity
- To the aforementioned costs the applicable rate of value-added tax shall be added – local Contractor
- The recipient of these services is liable to the VAT due (reverse charge) – foreign Contractor

The Contractor shall send the invoice to the Customer as specified on the Customer's supplier portal:
<https://azse.procurement.allianz.com>

On the Customer's supplier portal the invoicing procedures that needs to be followed by the Contractor are explained in regard to the Customer's procure-to-pay processes.

10. Data Protection¹

The Contractual Services require the conclusion of a separate data processing agreement:

- Yes (in which case the Data Processing Agreement is attached to this Agreement as Attachment 4)
- No, because no personal data is transmitted to or processed by the Contractor. Contractor also has no access to personal data (neither remote access nor physical access).

11. Information Security

Specific IT security requirements defined by Customer have to be met in respect of the Contractual Services to be performed:

- No.
- Yes. The specific information security requirements are attached to this Agreement as Attachment 5 (Information Security Requirements).

12. Outsourcing

The Contractual Services qualify as regulatory outsourcing according to Solvency II:

- No.
- Yes. The provisions set out in Attachment 6 (Regulatory Requirements) apply. In this case, the Contractual Services qualify as:
 - Simple outsourcing, or
 - outsourcing of critical and important functions or services (CIFS).

13. Human Rights

The Contractor acknowledges that it has received the Allianz Vendor Code of Conduct and undertakes, represents and warrants, that in connection with this Agreement, it will respect the obligations, principles and guidelines for Vendors set forth therein.

Customer respects and supports compliance with internationally recognized human rights. The Contractor shall promote respect for human rights both internally and across their supply chain.

¹ Comment: to be clarified with Data Protection Department before the agreement is signed.

The Contractor shall:

- (i) provide a workplace free of inhumane or discriminatory treatment or threat thereof, including any sexual harassment, sexual abuse, corporal punishment or other enforcement measures that compromise the individual's physical or mental integrity and shall ensure the same applies throughout their supply chain;
- (ii) respect legislation against child labour. The Contractor must not use any form of forced labour or human trafficking of involuntary labour through threat, force, fraudulent claims or other coercion and shall ensure the same applies throughout their supply chain; and
- (iii) comply with all applicable labour laws including as to compensation and working hours, and use reasonable endeavours to ensure their supply chain does the same. The Contractor must respect workers' rights to freedom of association and collective bargaining in accordance with applicable local laws and regulations.

The Contractor shall impose these obligations, no less onerous than those set out in this Clause, on any supplier of goods and services or on any sub-contractor that it uses in performing its obligations under this Agreement.

The Contractor shall promptly notify Customer, if it becomes aware of or has specific suspicion of any violation of any applicable laws in connection to the performance of this Agreement.

In case that the Contractor breaches any of the obligations set out in paragraphs 1 to 5 of this Clause, or if Customer has reasonable cause to believe that such breaches have been or are being made, Customer may terminate this Agreement for cause with immediate effect.

14. Term

14.1. Start Date

This Agreement commences on 01.01.2025

14.2. End Date

This Agreement

- ends on 31.12.2025
- ends with the performance and, where applicable, the acceptance of the Contractual Services.

15. Termination for Convenience

This Project Agreement may be terminated for convenience by the Customer subject to a notice period of one month to the end of a calendar month. In such case, the Contractor will receive only the remuneration for the Contractual Services provided up to the date of termination.

16. Final Provisions

16.1. Entire Agreement

This Agreement embodies and sets forth the entire agreement and understanding of the Parties and supersedes all prior oral or written agreements, understandings or arrangements relating to the subject matter of this Agreement.

16.2. Required Form

The conclusion of this Agreement and any changes or amendments thereof requires written form. This also applies to any waiver of this written-form requirement itself. Alternatively the conclusion of this Agreement and changes or amendments thereof can be done via Customer's electronic ordering process described hereinafter, which is set up on Customer's procurement platform "OneSource" provided by Customer's supplier Ariba Inc.

In order to conclude this Agreement or an Amendment thereof electronically, Customer will send a binding offer ("Purchase Order") to conclude this Agreement to Contractor via OneSource. Such offer requires as attachment this Agreement, whereby the Parties agree that no signature section is required and that such offer is binding without signature. If not stated otherwise in an Purchase Order, Purchase Orders are binding for a period of fourteen (14) days from the day the Order has been made accessible to Contractor via OneSource, whereby Customer may also accept in its sole discretion order confirmations received thereafter. Contractor may then confirm the Purchase Order in their OneSource account or from the Purchase Order received by mail via OneSource (for details see <https://azse.procurement.allianz.com> under "Dienstleistungs-Lieferant" / "Service Procurement"), both creating an electronic order confirmation in OneSource. In the event Contractor requires changes to the Purchase Order, Contractor shall inform Customer accordingly, whereby the communication of any change requirement cannot be done via the order confirmation. An Purchase Order confirmation by Contractor via OneSource is binding without signature, thus only with respective confirmation of the unchanged Purchase Order via OneSource by Contractor the Parties have concluded a binding Agreement.

16.3. Attachments to this Agreement

The following Attachments form an integral part of this Agreement:

- Attachment 1: Service Description
- Attachment 2: Milestones
- Attachment 3: Rate Card
- Attachment 4: Data Processing Agreement
- Attachment 5: Information Security Requirements
- Attachment 6: Regulatory requirements

The Attachments 2-6 do only form part of this Agreement if the respective tick box is activated.

In the event of a conflict between of main body of this Agreement and its Attachments, the main body of this Agreement shall prevail.

This document was electronically approved and is therefore valid without signature.

Attachment 1: Service Description

Current status

The Allianz Group has defined One Identity Manager as the standard IAM-System to manage access to global shared services. The One Identity system implementation for Allianz Group is GIAM, the Global Identity and Access Management which is managed and operated by Allianz Technology SE.

Objective

To fulfill several regulatory requirements, each application must be onboarded in GIAM. There are several standard onboardings, if none of these applies for an application, a customized onboarding can be done. This is necessary for the Application IRIS.

Requirements to the customer

An essential prerequisite for successful project implementation is the extensive cooperation between iC Consult, customer and members of the several subprojects. iC Consult assumes that the customer is actively involved in all project phases in order quickly to align on necessary decisions and to help shape the project's results.

The customer will provide the following services:

Ensure that all information which is required to fulfill the contract is provided.

With regards to the migration, the customer provides in particular:

- Architectural steering and technical decision squad
- Active participation in the implementation and specification adjustments during the planned phases. This can be done by customer itself or by other providers.
- Provide information and support infrastructure topics (e.g. open firewalls if required, support with network issues if required)
- Participation in workshops to align a solution. Members of this workshop might be: Architect, business analysts, end user (end customer).
- Active participation in test runs. The customer must participate in tests and provide the acceptance of successful tests. Additionally a test system has to be provided.
- Active participation in the fallback and release planning. The release coordination and planning are done by the customer (change planning, communication of change dates and change content)

Specification

The Contractor provides strict adherence to legal requirements which command avoidance of not allowed team building and not allowed instructions to the independent experts and contractors that are involved by the Customer in the overall project. Therefore, all binding communication relevant for the service provision, the status and the developing requirements of the overall project will be made over a dedicated River Bridge-Model with single point of contact representatives between the Customer's Project Lead and iC Consult GmbH project lead. The iC Consult GmbH experts are instructed by the project lead. All activities of involved independent experts and contractors are based on dedicated contractual service descriptions / service specification which enable the experts to fulfil their tasks in exclusive own responsibility and organization of their resources.

The estimation is based on the Statement of Work which was provided by the customer and the solution proposal included in this.

Statement of work (input for the project agreement)

Requirements

- User submits the assign/remove role request via GIAM-WebShop.
- The request will trigger an approval process to the GIAM role owner, which will be handled within GIAM.
- Once the request has been approved by the role owner, GIAM will trigger an HTTP-request to the above-mentioned endpoints (addUserToGroup and removeUserFromGroup).
- Validation step within IRIS: The request to add/remove the user "IRIS_<BID>" to/from the group "<group name>" will be validated within the IRIS platform. This validation step ensures that the group and the user exist in IRIS and SoD is fulfilled. The validation is out of the scope of this SOW
- After successful provisioning or deprovisioning in IRIS, IRIS will send a HTTP response back to GIAM whether the user is assigned to or removed from an IRIS group.
- Attestation Process: IRIS groups should follow the standard GIAM Attestation process.
- GIAM should only identities of Allianz SE and Allianz RE to request the IRIS roles.
- When a new role is created in GIAM, it should be mapped to the corresponding IRIS group as part of the implementation process.
- The GIAM IT Shop currently lists four IRIS environments (Demo, Dev, Test, and Prod). It is essential that only the PROD environment remains in the IT Shop. The other environments (Demo, Dev, Test) need to be removed.

Solution Proposal

- Create Powershell script to handle API Request to Group Membership assignment and removal.
 - o Create powershell script for Group Member assignment via API.
 - o Create powershell script for Group Member removal via API.
- Create Sync Project for Powershell Connector using the powershell script.
- Create Process Orchestration for UNSAccountBInUNSGroupB insert event.
 - o New assignments will pass user IRIS_<BID> and Group Name based on the System Role to the powershell script that will call the API.
- GIAM Role assignment API integration testing and validation.

Delivered Service (delivered by contractor)

Assumptions

- The API is accessible
- The customer takes care of creating the technical User which can be used by GIAM to Access the API and enables the technical user to access the API.
- The account name in IRIS is based on a pattern which is supported in GIAM and can be automated (e. g. the BID or the email address)
- The support in section "Requirements to the customer" are fullfilled

Delivered Service

- Requirement analysis to gather detailed information from stakeholder. Only details which are based on this project agreement are considered. Only the detaileds for the listed topics are considered for implementation and the out of scope topics are not considered for specifying the implementation and implement these.
- Architectural Design
- Create / update the required elements in GIAM (Target system, Service category, Account Definition, configuration,...)
- Create a new shop with only Allianz SE and Allianz RE members in
- Create approval workflow with 2-step approval
- Create a synchronization project with a powershell script to add and remove users to groups
- Functional Testing with customer
- Documentation
 - o Documentation of Service in Wiki
 - o Documentation for Ops team how to create new roles and assign groups
- Handover to Ops Team (incl. Preparation) o 1-hour session to inform the Ops team
- Handover to GIAM User support (incl. Preparation) o 1-hour session to inform the User support
- Deployment and Hypercare o Release support
 - o Hypercare phase of 2 weeks after the GoLive, support Ops team and user support with questions
- Create an attestation process with 2-step approval (Line manager and product owner)
- Data cleanup: in GIAM Production there are also non-Prod IRIS environments and groups, these have to be removed.
- The tests are done in GIAM Dev, Test or SI and then the implementation goes live with a standard GIAM Release. Support for the SI and Prod release are included.

In the initial version out of scope, but included in this SoW are the following services with a total amount of up to 5 PDs:

- Supporting the Ops team with the migration and in datachecks
- Fullsync for the group memberships
- Validation step within IRIS: The request to add/remove the user "IRIS_<BID>" to/from the group "<group name>" will be validated within the IRIS platform. This validation step ensures that the group and the user exist in IRIS and SoD is fulfilled.
- According to AFRIAM it is not allowed to have 1-step approval with product owner. Must be 2-step approval with line manager and product owner), this is already considered in the estimation.
- It is critical, that the process of user creation is independent from GIAM. So GIAM never knows, if a user is already in IRIS or not when it tries to assign a user

Out of scope

- Automated user integration between GIAM and IRIS is out of the scope of this SOW.
- Synchronization of IRIS Groups to GIAM is out of the scope of this SOW.
 - Addition of new Role to GIAM: In case a new group is created into IRIS this needs to be reflected as a new group in GIAM. IRIS team will create a service request over snow

indicating the user-friendly role name, the service catalog it should belong to, the group name in IRIS and the role owner in GIAM.

- Removal of existing Role in GIAM: When a group is removed in IRIS a SNOW request should be raised to the GIAM Ops team requesting the removal of a GIAM role.
- Any handling of process which failed because user does not exist in GIAM. There will be an entry in the logfile if the webservice provides the response, but no further handling.
- Initial migration of group memberships will fall under GIAMOps team. This will be out of scope of this SOW.
- Any creation of groups or roles (also not initially)

Terms and Abbreviations

GIAM – Global Identity and Access Management

LIAM – Local Identity and Access Management

CIAM – Customer Identity and Access Management

MCIS – Master Customer Identity Store

AD – Active Directory

LDAP – Lightweight Directory Access Protocol

OIM – Online Identity Management

DEV – Development stage

TEST – Test stage

OE – Organizational entity

CIS – Central Identity Store

SQL – Structured Query Language

CSV – Comma Separated Values

UAT – User Acceptance Tests

JML – Java Message Service

REST-API - Representational State Transfer – Application Programming Interface

SoD – Segregation of Duty

BRLM – Business role lifecycle management

IRIS – Integrated Reporting and Information System

API – Application Programming Interface

SoW – Statement of Work

