

**CONTRACT FOR PROVIDING CONSULTATION FOR THE
PROGRESS DB DIAGNOSIS**

to



Allianz Insurance Lanka Ltd.



Modularfour Solutions (Pvt.) Limited
Private and Confidential

CONTRACT FOR PROVIDING CONSULTATION FOR THE PROGRESS DB DIAGNOSIS

CONTRACT NUMBER: CON/AIC/16/07/0001

DATE: 11th July 2016

THIS CONTRACT made and entered into at Colombo on this 23rd day of July, Two Thousand and Sixteen by and between **ALLIANZ INSURANCE LANKA LTD.** A company duly incorporated under the laws of Sri Lanka and having its registered office at "Valiant Towers, Level 3A/B, 46/7, Nawam Mawatha, Colombo 02." (Hereinafter referred to as "**ALLIANZ.**" which term shall where the context so requires mean and include the said **ALLIANZ INSURANCE LANKA LTD.** successors and assigns) of the One Part, and **MODULAR4 SOLUTIONS (PRIVATE) LIMITED** a Company duly incorporated under the laws of Sri Lanka and having its registered office at No. 472, Kohalwila Road, Gonawala, Kelaniya, Sri Lanka (hereinafter referred to as "**MODULAR4 SOLUTIONS** " which term shall where the context so requires mean and include the said MODULAR4 SOLUTIONS (Private) Limited, its successors and permitted assigns) of the Other Part

WHEREAS MODULAR4 SOLUTIONS is carrying on the business of developing and supplying of computer based software and consultancy services

AND WHEREAS at the request of **ALLIANZ.** , MODULAR4 SOLUTIONS has agreed to provide comprehensive final document after having through analysis and a diagnosis on the "**PROGRESS DB**"

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

1. SCOPE OF AGREEMENT

- 1.1. The scope of this Agreement shall be for **MODULAR4 SOLUTIONS** to successfully provide comprehensive final document after have through analysis and a diagnosis in the "**PROGRESS DB**" for **ALLIANZ.** More fully described herein, as per the terms and conditions herein stipulated.
- 1.2. The activities to be carried out hereunder shall be as per Annexure 1 hereto.
- 1.3. High level Analysis and Diagnosis Plan Annexure II
- 1.4. Charge Sheet for Daily and Hourly Basis Annexure III

2. PRICES

- 2.1. The prices of the Consultancy Service shall be the follows

Pricing Summary

Initial Analysis and Provide the Final Document	Rs. 125,000.00
Monthly Analysis and Provide the Final Document	Rs. 50,000.00

- 2.2. The prices shall be held firm without variation throughout the duration of this Agreement subject however to Clause 2.4 herein.
- 2.3. Applicable Government taxes shall be payable by **ALLIANZ**.

3. PAYMENT TERMS

Payment terms

50% - on Signing the Agreement	Rs. 62,500.00
50% - Once the Final Document Hand Over	Rs. 62,500.00

- 3.1. Any additional task to be carried out as stipulated in Clause 1.4 above to shall be subject to the above payment terms.

4. DELIVERY

- 4.1. **MODULAR4 SOLUTIONS** shall deliver, comprehensive final document after having through analysis and a diagnosis on the "**PROGRESS DB**".

5. OBLIGATIONS OF MODULAR4 SOLUTIONS

- 5.1. **MODULAR4 SOLUTIONS** shall assign a dedicated group of skilled personnel for carrying out the tasks hereunder. The team shall be headed by a Senior Project Leader who shall be the Project Coordinator/Manager. There will be required technical and functional implementers in the team.
- 5.2. In the event the services performed by **MODULAR4 SOLUTIONS** personnel are not in keeping with this Agreement or are found to be unsatisfactory as per the decision of **ALLIANZ**, **MODULAR4 SOLUTIONS** shall on the request of **ALLIANZ**. Immediately replace such personnel with those who are competent in performing their tasks hereunder.
- 5.3. **MODULAR4 SOLUTIONS** shall perform the system analysis and Diagnosis in accordance with Agreement with the least disruption to other systems in operation at **ALLIANZ**. If such disruption is necessitated, same shall be so notified with details in writing to **ALLIANZ**. Well in advance.
- 5.4. Details of identity of personnel visiting **ALLIANZ**. Hereunder shall be provided in advance to **ALLIANZ**.

6. OBLIGATIONS OF ALLIANZ INSURANCE LANKA LTD.

- 6.1. **ALLIANZ** shall allow personnel of **MODULAR4 SOLUTIONS** necessary access to **ALLIANZ**, with prior permission from **ALLIANZ**, to carry out their tasks hereunder.
- 6.2. **ALLIANZ** shall provide the necessary hardware and PC to install and implement the Required Software to carry out their tasks hereunder.
- 6.3. **ALLIANZ** shall administer and maintain all hardware supplied by **ALLIANZ** including the server, OS installations, OS patches, and upgrades, installation of PROGRESS and related service packs and related

components utilized to run their existing System, and install virus scanners.

6.4. **ALLIANZ** shall assign competent, project leader and required functional/technical teams to carry out their tasks hereunder.

6.5. **ALLIANZ** shall not infringe any intellectual property rights pertaining to the **MODULAR4 SOLUTIONS**.

7. TERMINATION

7.1. Either Party may terminate this Agreement if the other Party breaches any of the terms herein contained and not cured within thirty (30) days of written notice of the said breach by the non-defaulting Party to the defaulting Party, unless such time period allowed for curing of the breach is further extended by mutual agreement.

8. ARBITRATION

In the event of any breach or non-observance by any party of the terms and conditions contained in this agreement and in the event of any dispute, difference or question or matter which may from time to time and at any time hereafter arise or occur between the parties in relation to or in respect of this agreement or any provision, matter or thing contained herein or the subject matter hereof, or the operation, interpretation or construction hereof or any clause hereof including all disputes that may arise after the termination, such matters may, notwithstanding the remedies available under this agreement or in law be submitted to Arbitration by a sole arbitrator to be appointed by the parties or if such appointment is not practicable, by two arbitrators one to be appointed by each party and an additional Arbitrator to be appointed by the two Arbitrators and if either party refuses to appoint an arbitrator, by the sole Arbitrator appointed by the other party. The arbitration shall be held in Colombo and the relevant provisions of the Arbitration Act No 11 of 1995 or any amendment thereof shall govern and applicable to such arbitration.

9. NOTICE

Any notice or other information required or authorized by this Agreement to be given by either Party to the other may be given by hand with due acknowledgement or sent (by registered post, telex, facsimile transmission or comparable means of communication) to the other Party to the respective addresses herein mentioned, or to such other address written notice of which has been given.

IN WITNESS WHEREOF MODULAR4 SOLUTIONS (Pvt.) Limited and ALLIANZ INSURANCE LANKA LTD. Have affixed their respective Common Seals hereto and to one other of the same tenure and date as these presents on the date, month and year in the beginning hereof written.

AUTHORISED SIGNATORIES:
ALLIANZ INSURANCE LANKA LTD.

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Name :	Name:.....
Designation :	Designation :.....
Date :	Date :

Witness (1) :

Name :

Date :

MODULAR4 SOLUTIONS (Private) Limited

.....
Name :.....	Name:.....
Designation :	Designation :
Date :	Date :

Witness (1) :

Name :

Date :