**SOLVIA MASTER SERVICES AGREEMENT**

# **PARTIES**

## SOLVİA YAZILIM VE DANIŞMANLIK ANONİM ŞİRKETİ İSTANBUL ATATÜRK HAVALİMANI SERBEST BÖLGE ŞUBESİ

## Yesilköy SB Mah. Isbi Plaza Sit. A Girisi Apt. No:1/1302 BAKIRKÖY/ISTANBUL

## 

## Hereinafter Shall be referred to as "SOLVIA" or "COMPANY"

### **1.2**. Maxion Wheels Holding GmbH

53639Königswinter,Germany Sitz: Königswinter I HRB 10379 1 AG Siegburg

Hereinafter shall be referred to as "CLIENT"

# **DEFINITIONS**

**2.1.** Software: A set of computer instructions arranged in a way that will make a computer system carry out a special process or task and the preparatory work that will lead to the creation and development of such set of instructions. Refers to the software specified in the applicable Statement of Work and for which the services hereunder shall be provided.

**2.2.** Service: Refers to Services that the COMPANY will perform for the CLIENT and are defined under the relevant Statement of Work.

**2.3.** Deliverable: Refers to any physical or digital outcome, whether or not within the scope of Intellectual and Industrial Property Law (refers to legislative and administrative regulations that regulate intellectual and industrial rights, such as the Law on Intellectual and Artistic Works, Industrial Property Law.) including any design, software preliminary design, plug-in software, code software, Software, flow chart, system design, programming technique, source code, object code, product, information, report, document and the like, the COMPANY shall hand over to the CLIENT within the scope of the Service.

**2.4.** Information of Proprietary Nature: Refers to all and any product or information, whether or not within the scope Of Intellectual Property Law, such as know-how, trade secrets, programming techniques, programming concepts, processing methods, system designs embedded in the company software, discoveries, inventions, concepts, flowcharts, product specifications, application program interface specifications, codes, designs, software documentation, which generate any right including but not limited to proprietary rights of the COMPANY, within the scope of and/or not limited to Trade Secret Legislation, Domain Name Legislation and applicable administrative regulations.

**2.5.** Agreement: Refers to the entirety of this Master Services Agreement and its annexes, and any subsequent amendment to the Agreement made in writing.

**2.6.** Service Charge: Refers to the amount to be paid to the COMPANY for the Services which the COMPANY will provide to the CLIENT within the scope of this Agreement. The Service Charge shall be stated under the Statement of Work.

**2.7.** Statement of Work: Refers to the document signed under this Agreement that regulates the scope, financial conditions and, if applicable, special conditions of the Service. A sample SOW has been attached to the Agreement under Annex-I.

**2.8.** Third Person: Refers to all public and private "persons" with legal capacity including real persons, sole proprietorships, corporations, institutions, organization foundations and associations, other than the parties to this Agreement.

# **SUBJECT OF THE AGREEMENT**

This Master Services Agreement sets out the mutual rights and obligations related to the

Services which the COMPANY will provide to the CLIENT as defined under the Statements of Work. Parties have signed this Agreement as a framework agreement establishing general provisions. The Services that the CLIENT will need from time to time and the financial terms of the Services shall be defined under the Statement of Work which shall be prepared by the Parties in a mutually agreed manner. In the event of a discrepancy between the Statement of Work and the Agreement, the provisions of the Agreement shall apply.

# **TERMS AND CONDITIONS OF SERVICE**

**4.1.** Scope: The scope of the consulting Service to be provided by the COMPANY under this Agreement shall be specified in the Statements of Work. The CLIENT shall be responsible for the scope, processes, management and cost of the Services.

**4.2.** Place and Time of Performance of Service: As a rule, Services shall be provided via remote access from the COMPANY address. If the Services are to be provided at the CLIENT'S address, on-site service conditions and financial issues such as accommodation/travel costs shall be regulated in the relevant Statement of Work.

**4.3.** Provision of the Conditions Required for Provision of Service: The CLIENT accepts and undertakes to allow the COMPANY personnel assigned under this Agreement to access its workplace and to provide the necessary service environment, all necessary technical installation and other system requirements. In the event the Services are provided in the CLIENT's premises; the CLIENT shall provide the COMPANY's personnel assigned to this project with facilities such as company service, meals and the like which are provided for its own personnel. The CLIENT also acknowledges, declares and undertakes that it has the necessary and valid licenses related to its own automation system and Software to allow provision of the Services under this Agreement. The CLIENT shall be solely responsible for ail claims and requests, including claims of infringement of intellectual and industrial property, from Third Parties arising from use of the Software by the CLIENT.

**4.4.** The CLIENT shall provide the COMPANY in advance with accurate and complete information necessary for the COMPANY to provide the Services described hereunder in a timely manner and submit the said information to the COMPANY in a written report upon COMPANY's request.

**4.5.** System Security and Data Backup: CLIENT shall be responsible for ensuring security and regular backup of its automation systems on which the COMPANY personnel will work. The CLIENT shall be responsible for any consequences resulting from negligence or deficiency thereof. The COMPANY and/or COMPANY personnel shall not have any responsibility with respect to backup of CLIENT data.

**4.6.** Unless otherwise stated under a Statement of Work, it is essential that Services be provided through remote access. Within this scope, the CLIENT accepts in advance that it grants an approval for remote access to their system. in such case, the programmes required for the COMPANY's remote access to the CLIENT's system shall be downloaded b e CLIENT, and the CLIENT shall provide the COMPANY with temporary connection passwords for a fixed term and limited access. For the avoidance of doubt, the CLIENT shall be exclusively responsible for taking all kinds of security measures and ensuring data security with respect to the COMPANY’s provision of Service to the CLIENT through remote access. The COMPANY reserves the right to refuse provision of Service to the CLIENT through remote access.

**4.7.** In addition to the other obligations specified in the Statement of Work; CLIENT shall be responsible for the preparation and transfer of the data to be transferred to the Software, if any, and, in particular for taking the necessary backups before the transfer, as well as conducting accuracy and content analysis of the CLIENT's prior data.

**4.8**. Personnel Replacement: The COMPANY may at any time replace the personnel assigned to CLIENT within the scope of the Services. In such a case, the COMPANY shall be responsible for transfer of information between two personnel in case of such a change.

**4.9**. The CLIENT shall comply with all national and international legislation in force, rules and laws on Internet use regarding the use of the deliverable, developments and know-how provided under the Services, including but not limited to Turkish Republic, IJSA, USA OFAC, UK and EU export laws, regulations and guidelines and shall not export or make the Deliverables, developments, know-how and Confidential Information provided under the Services available to countries or institutions where the use of the same is prohibited by such legislation. The CLIENT accepts and undertakes to indemnify the COMPANY for any damage as a result of any actions in breach of this article hereunder.

# **FINANCIAL PROVISIONS**

**5.1.** Financial Provisions: The fees for the Services that the COMPANY will provide under this Agreement shall be set forth in the relevant Statement of Work. In the event of default in payment, default interest shall be charged based on (i) the re-discount advance interest applied by the Central Bank of the Republic of Turkey for short term advances at the annual, varying rates, if the currency of the payable amount is Turkish Lira and (ii) the highest bank deposit interest rate announced by the Central Bank of the Republic of Turkey and applied by Pubic Banks to foreign exchange deposit accounts up to one year, if the currency of the payable amount is EURO.

**5.2**. The CLIENT shall be responsible for the stamp duty arising from this Agreement. Unless otherwise stated, the relevant stamp duty shall be paid by the COMPANY and invoiced to the CLIENT.

**5.3.** Courier/mail delivery receipts and e-mails regarding the delivery of invoices by the COMPANY shall be conclusive evidence and no other documents related to the delivery of invoices shall be needed. It is not the COMPANY's liability to investigate whether the person signing the courier/cargo delivery receipt at the delivery of the invoices is an employee or an authorized representative of the CLIENT.

**5.4.** Unless otherwise stated, the rates specified in this Agreement or its annexes are net prices excluding VAT. Except for the income tax cf the COMPANY, any withholding tax, corporation tax and similar charges and taxes arising from the Service shall be paid by the CLIENT.

**5.5**. The CLIENT shall be responsible for the travel and accommodation expenses for the services to be provided on site. The fastest means of transport shall be preferred.

# **INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS**

**6.1.** All financial rights, including distribution, duplication, adaptation, derivation, performance, digital transmission as set forth under Turkish Law on Intellectual and Artistic Works, and other proprietary rights of all Deliverables such as codes, designs, documents and the like created for the CLIENT and/or to be handed over to the CLIENT during COMPANY's provision of the Services defined hereunder, shall rest exclusively with the COMPANY. Provided that applicable Service Charges are paid, the CLIENT shall only be entitled to a non-exclusive, perpetual, nontransferable and worldwide "use license" for any Deliverable to be developed by COMPANY and/or COMPANY personnel under this Agreement. This right granted to CLIENT is a basic license and does not, in anyway, restrict COMPANY's Intellectual and Industrial Property Rights. The CLIENT shall have no Intellectual and Industrial Property Rights other than the "Use License" specified under this article. The CLIENT shall not have the right to process, make derivatives of or modify Deliverables.

**6.2**. The CLIENT shall not attempt to derive the source code of, attempt to reverse engineer, disassemble or interfere with the operation of, copy the key features of the Deliverables and/or disclose or exhibit them to Third Parties, use them on its own behalf for purposes other than the subject of the Agreement, make them available to Third Parties, assign or transfer any of its rights to Third Parties in whole or in part. The CLIENT shall not export Deliverables to countries, natural or legal persons prohibited by the export laws of Republic of Turkey, United Nations, USA and the European Union.

# **NON-SOLICITATION:**

Parties hereby agree and undertake that they shall not directly or indirectly develop any business relation with and employ at their companies and employ at their affiliates or at any of their group companies and develop any business relation by any means with i) both Parties' personnel engaged in whole and/or in part in Services under this Agreement and/or ii) each other's personnel recruited from suppliers "during the term of the Statement of Work and for a period of two (2) years following the termination of the Statement of Work"; and all in all, each Party agrees and undertakes not to benefit directly or indirectly, "outside the scope of this Agreement", from the services of any personnel that the other Party employs permanently or partially in the Services under this Agreement. In the event that one of the Parties is in breach of this provision in whole or in part, the breaching party agrees and undertakes to pay to the other party compensation as a penalty which shall equal twice the annual gross salary of such personnel, based on the most recent gross salary of the personnel and/or the last consulting fee he/she received from the company.

# **CONFIDENTIALITY**

**8.1.** Definition of Confidential Information: Any information defined as confidential information, trade secret or personal data under applicable law including but not limited o COMPANY's Proprietary Information and information relating to the business activities of the Parties shall be defined as Confidential Information. Any kind of digital or printed document containing

Confidential Information shall be identified as documentation containing "Confidential Information" and shall be subject to Confidential Information provisions. With respect to the CLIENT; the list of its clients, pricing lists, supplier lists, amounts of products purchased by its clients and CLIENT's business processes are trade secrets.

**8.2**. Protection of Confidential Information: Parties hereby accept and undertake to protect each other's Confidential Information, not to disclose such information to or make available for Third Persons, directly or indirectly, under any circumstances. Parties hereby agree and undertake in advance that they shall be directly liable for any negligence or misconduct in the event their employees, workers or subcontractors fail to comply with their obligations hereunder.

**8.3.** Non-Confidential Information:

* Any information which is not confidential in nature
* Any information known by one of the Parties prior to obligation of confidentiality or received from third persons without obligation of confidentiality,
* Any information publicly available without the fault of one of the Parties,
* Any information which has to be disclosed due to a legal obligation resulting from applicable legislation or a court order or an administrative order.
  1. The CLIENT shall be responsible for the accuracy, security, storage and non-disclosure to Third Persons of any user codes, passwords, user names and such data, which are required to enable CLIENT's use of the Software and deemed as Confidential Information.
  2. Term of Non-Disclosure: The confidentiality obligations of the Parties stated hereunder shall continue to be valid for ten (10) years after termination of the Agreement.

# **LIMITATION OF LIABILITY**

**9.1**. Except for cases of gross negligence, COMPANY's liability in any dispute arising from the Agreement with respect to any tangible, intangible and moral damages, losses and/or claims shall be limited to the "Service Charge" paid to COMPANY for the Services defined under the relevant Statement of Work. The COMPANY shah! not have any liability with respect to financial results an? indirect losses such as loss of data, loss of profit, specific damages and/or consequential damages under any circumstances.

**9.2**. In addition to the cases expressly stated as outside the scope of the COMPANY's liability, the COMPANY shall not be liable for the cases specified under this article: lmproper or illegal use of the Deliverables; failures in CLIENT's hardware or operating system; failures due to Internet lines or the infrastructure; any Third Party Software; design and connection errors in the operating system or the network; consequences of any software modification on the Deliverables or Software and/or add-on developed by the CLIENT or a Third Party; consequences of data backup failure.

## FORCE MAJEURE

Unless stated otherwise hereunder, neither the CLIENT nor the COMPANY shall be deemed to have failed to meet their obligations under the Agreement to the extent that their failure to fulfil their obligations is due to force majeure. Force Majeure refers to all unpredictable and unavoidable events not resulting from any fault or negligence of the party relying on such force majeure. Parties hereby agree that force majeure conditions include but are not limited to the following for the purposes of this Agreement: National or international laws and regulations preventing, delaying or precluding the performance of obligations created hereunder; wars, strikes, epidemics and lock-outs, fire, earthquakes, floods, other acts of God and terrorist incidents directly affecting the Parties; country-wide Internet access and energy outages exceeding 30 (thirty) days; failure to obtain the official permit required for the equipment and personnel to provide whole and complete services to the CLIENT or cancellation of existing permits and the like. With this clause hereby, Parties have extended the list of force majeure conditions prescribed under the law.

In case of force majeure, the party relying on force majeure shall (i) promptly inform the other party, (ii) make all reasonable efforts to remedy the cause of non-performance, and (iii) perform all acts upon removal of such cause, while the other party shall not be held liable for their contractual obligations until such cause is remedied. In the event such force majeure lasts more than 2 (two) months, both parties shall have the right to terminate the Agreement without any claim for damages. In the event of an occurrence of force majeure, neither party shall have the right to claim damages incurred due to force majeure from the other party Force Majeure shall not remove the CLIENT's liability to pay the debts payable prior to the date of occurrence of Force Majeure.

# **TERM AND TERMINATION**

**11.1.** This Agreement shall enter into force on the date of signature and shall remain in force unless either of Parties notifies the other party in writing of the termination of the Agreement 90 (ninety) days in advance. Provisions which shall survive upon termination of the Agreement shall continue to be valid and effective-

Excluding the cases of termination for cause; termination of the Agreement by either Party shall not affect the validity of the Statements of Work in force at •the time of termination and the Statements of Work shall remain in effect in accordance with the provisions thereunder.

**11.2.** Statements of Work: Each Statement of Work shall remain in force for each of the Parties until the date on which the obligations arising from such Statement of Work are fulfilled entirely and completely and the rights thereunder are acquired entirely and completely, and shall terminate on the• date on which the obligations are fulfilled entirely and completely and the rights are acquired entirely and completely. Each of the parties may terminate the Statement of Work for convenience by giving 45 (forty-five) days' written notice in advance.

**11.3**. Termination for Cause: In the event that one of the Parties fails to perform their obligations under this Agreement in whole or in part and fails to remedy such breech within 30 (thirty) days in spite of the written warning by the injured party, the Injured party shall have the right to terminate the Agreement for default.

**11.4**. In the event that one of the Parties becomes bankrupt, files a petition for postponement of bankruptcy, becomes insolvent or makes a composition with its creditors, the other Party shall be entitled to terminate this Agreement unilaterally upon written notice.

**11.5**. Consequences of Termination: In the event of termination of the Agreement or of the Statement of Work for any reason, the CLIENT shall pay to the COMPANY the fees incurred up to the termination date. Excluding the cases of termination of good cause; the "Use License Rights" that CLIENT will obtain under this Agreement shall continue to be valid under the applicable terms of this Agreement.

**11.6.** Default on Payment: In the event the CLIENT fails to meet the payment obligations under this Agreement, in addition to its legal rights, the COMPANY may suspend performance of all or some of the Services specified under the Statements of Work or cease provision of the Services until such default is remedied. Regardless of the method the COMPANY prefers, the COMPANY shall have the right to claim the due amount and its default interest from the CLIENT.

**11.7**. Upon written notice to the COMPANY at least 15 days in advance and payment of the relevant fee set forth in this article, and for only one time, the CLIENT shall have the right to suspend the Services subject to a Statement of Work for a maximum period Of 2 months. During the suspension of the Services subject to the Statement of Work, the CLIENT accepts and undertakes that the COMPANY is unable to assign the consultants employed in the relevant Services to different projects, that the project plan defined for the Services is prolonged due to the CLIENT and that this process adversely affects the project, and therefore, the CLIENT accepts and undertakes to pay the COMPANY 50% of the man/day fee specified in the relevant Statement of Work for each consultant during the suspension of the Services. In the event that the CLIENT suspends the Services except for the circumstances specified in this article, without obtaining the written consent of the COMPANY and/or wishes to extend the suspended period or to suspend more than once; the COMPANY shall have the right to terminate the Agreement and/or the relevant Statement of Work for just cause and to demand the entire Service Fee agreed in the Statement of Work. The CLIENT accepts and declares that the CLIENT commercially considered the provision in this article and finds this article reasonable.

# **12. FINAL PROVISIONS**

**12.1.** Entire Agreement: Upon the Parties' execution of this Agreement; any other/prior written or oral representation relating to the subject of this Agreement shall automatically be invalid. The only binding written document between the parties is this Agreement and its annexes.

**12.2.** Severability: In case of any waiver, unenforceability, invalidity or amendment of any of the provisions under the Agreement, the remainder of this Agreement shall continue in full force and effect.

**12.3.** Assignment: CLIENT shall not assign or transfer any of their rights and obligations hereunder to Third Persons. Any attempt for such assignment shall be void for the COMPANY. The COMPANY reserves the right to assign the rights and obligations hereunder without limitation to (i) its affiliates; (ii) its shareholders or their subsidiaries. The provision set out under this article shall not prevent the COMPANY from subcontracting its obligations under the Agreement/Statement of Work. The COMPANY may transfer all or part of its obligations under this Agreement to sub-contractors without the prior written consent of the CLIENT. In case of use of subcontractors, COMPANY shall continue to be responsible for all its obligations under this Agreement.

**12.4**. Reference: The CLIENT perpetually allows the COMPANY to use and publicize CLIENT's trade name, trademark, logo and project scope on any medium including Internet, printed and visual media for the purposes of reference, promotion and marketing.

**12.5**. Jurisdiction: Istanbul Central (Çağlayan) Courts and Execution Offices shall have exclusive jurisdiction with regards to resolution of conflicts arising from the execution of this Agreement.

Any disputes shall be governed by and construed in accordance with Turkish Law.

**12.6.** Notices: Any notice or notification relating to this Agreement shall be made to the addresses written in the preamble of this Agreement. Any change in the addresses shall be notified to the other Party in writing. Any notice served to these addresses shall have the effects and legal consequences of a duly served notice even if returned due to change of address.

**12.7**. Counterparts: This Agreement is signed in two counterparts, each of which shall be deemed an original and which shall together constitute one Agreement.

## Annexes

**Annex -I** Statement of Work

**Annex -2** Photocopies of signatory circulars

## ANNEX-I STATEMENT OF WORK

This Statement of Work has been signed under the terms and conditions of the SOLVIA Consulting

Service Agreement between the Parties.

1 Place of Performance of Service:

The parties have agreed that the project will be delivered through a remote access method. If necessary, on-site work may be scheduled upon the decision of the project managers from both the CLIENT and SOLVIA.

2 Term of Service: Between 01.04.2025 - 31.03.2026

3 In case the CLIENT executes the suspension option, if available in the Agreement, the man/day fee excluding VAT to be considered shall be: 375 Man/Day

# 4. Software for which Service will be provided: SAP SF and SAP ECC

1. Method of Provision of Service:

The COMPANY shall provide the service under this Agreement within the agreed scope, based on the specified Man/Day framework.

1. Prerequisites required from CLIENT: The SAP product licenses, and access information required for the project will be provided by the CLIENT.

## Financial Provisions

1. Accommodation and Travel Expenses: All transportation and accommodation expenses to be made by the Consultants for provision of the Service shall be invoiced to CLIENT. The receipts of relevant expenses shall be attached to the invoice. In the event consultants need to travel to another city or abroad; 50 EUR+VAT allowance per consultant per day shall also be invoiced to CLIENT.
2. Invoice and Payment: Payments shall be made to the bank account of the COMPANY within 60 days of the invoice date, in consideration of the invoice issued and delivered to the CLIENT by the COMPANY at the end of the relevant month based on the monthly service amount. List of Services and receipts related to expenses, if any, shall be attached to the invoice.

## *Invoices and Payments*

|  |  |  |
| --- | --- | --- |
| **Type of Service** | **Estimated Effort** | **Discounted Budget** |
| SAP SuccessFactors & GRC Access Control Implementation | 260 | € 79.500 |
|  |

**Payment Plan**

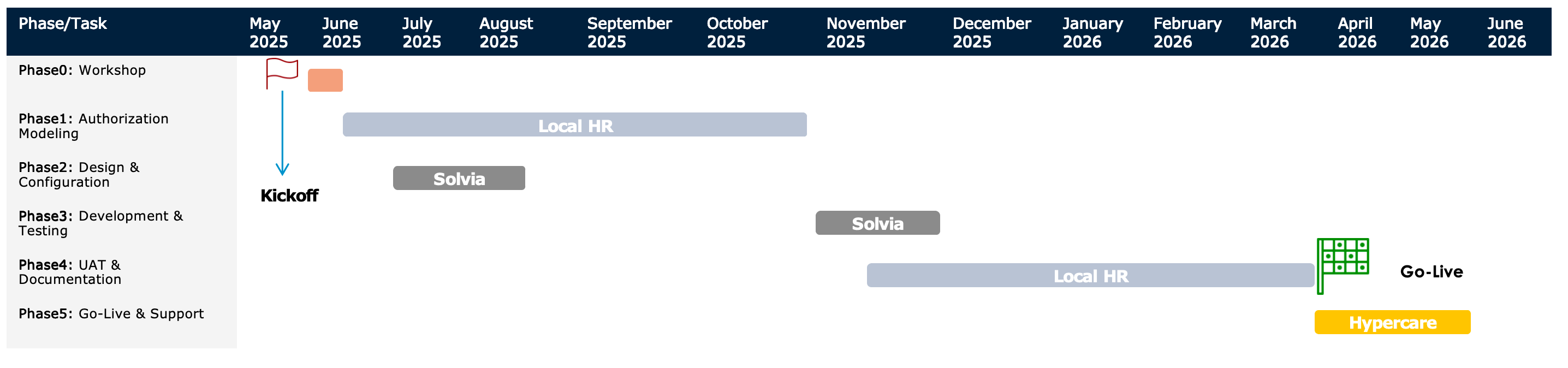
|  |  |  |  |
| --- | --- | --- | --- |
| **Period** |  | **Installment Amount** | **Description** |
| **1 Jun 25** |  | € 27.825,00 | project kick-off = %35 |
| **1 Oct 25** |  | € 27.825,00 | authorization validation = %35 |
| **1 Dec 25** |  | € 15.900,00 | uat acceptance = % 20 |
| **1 Apr 26** |  | € 7.950,00 | project closure = %10 |
|  |  | **€ 79.500,00** | **Total** |

As specified in the table above, payments will be made based on the amounts indicated for the respective dates. Payments shall be made to the COMPANY's bank account listed below within 30 days of the invoice date. The invoices will be issued by the COMPANY and sent to the CLIENT in the middle of the relevant month. Service breakdowns and, if applicable, expense details will be attached to the invoice.

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Bank Name |  |  |  |  |  | IBAN |  |  | Currency |
| AKBANK MERSİN SERBEST ŞUBESİ | TR2600046006220360000098S9 | | | | | | | | EUR |

## 9. Project Proposed Timeline\*

There is flexibility to evaluate the project scope after the design phase and, if necessary, plan the work based on this contract as a reference



10. Representatives of Parties: Parties have designated the following persons as the addressees of the other party during provision of the Services. When the authorized representative is changed, the other party shall be informed in writing.

Ciient Representative: e-mail address: .

Company Representative: Serkan Yıldırım e-mail address: [serkan.yildirim@solviads.com](mailto:serkan.yildirim@solviads.com)

|  |  |  |  |
| --- | --- | --- | --- |
| Solvia |  | | Maxion |
|  |  |  |  |
|  |  | |  |

**Project Scope**

## Project Overview

Implementation of SAP SuccessFactors authorization solutions and GRC Access Control integration for the client's SuccessFactors systems.

## Project Location

Services will be provided remotely.

## Scope of Services

### **SAP SuccessFactors Authorization**

* Review current authorization setup
* Role design optimization
* Build responsibilities role matrix based on requirements analysis
* Identify and define critical access risks based on newly defined roles
* Re-build static groups and roles
* Integration with organizational requirements
* Conduct user testing for authorization setup

### **GRC Access Control Integration**

* SoD Framework Development
* Establish access risk library based on Maxion needs
* Implement mitigation controls for most critical access risks
* SuccessFactors - GRC Access Control Integration
* Implement permissions in GRC and SAP EC with restricted permissions management to Maxion HR administrators
* Access Risk Analysis Configuration
* Access Request Management Configuration
* HR Trigger Development
* Emergency Access Management Requirements (Please note that, standard Emergency Access Management functionality in SAP GRC Access Control is not supported for SuccessFactors.)
* Role & User Certification Process Setup
* Monitor and measure: establish a process for risk analysis monitoring and corrective actions
* Both SAP SF Authorization and GRC Access Control Integration will be firtly developed in dedicated development/test instances and moved to production instance after successful UAT.

## Project Timeline & Phases

### **Phase 1: Requirements Analysis (68 days)**

* Analyze current permission and custom manager roles and users in the SAP SF system (SF)
* Workshop sessions per country (SF - 56 days)
  + Instance copy/refresh process (SF) & Data validation & import (SF)
  + Initial role analysis (SF)
* GRC requirements gathering & analysis (GRC - 12 days)

### **Phase 2: Design & Configuration (64 days)**

* Provide benchmark design best on the best practices to be considered in the proposal
* SoD Framework development (GRC - 23 days)
* GRC Access Control configuration (GRC - 20 days)
* SuccessFactors integration setup (GRC - 14 days)
* Role design and authorization concept development in SAP GRC Access Control (7 days)
* Group users based on access requirements and responsibilities.

### **Phase 3: Development & Testing (35 days)**

* HR Trigger development (GRC - 25 days)
  + *It is assumed that the standard SAP GRC HR Trigger functionality will be used. In case of more complex requirements, additional scope may arise and can be discussed separately.*
* Test script preparations & workshops (SF - 10 days)

### **Phase 4: UAT & Documentation (35 days)**

* User Acceptance Testing (SF - 20 days)
* GRC Training, Documentation and UAT (GRC - 15 days)

### **Phase 5: Go-Live & Support (36 days)**

* Go-Live activities (SF - 9 days, GRC - 9 days)
* Post go-live support (SF/GRC – 8 weeks )
  + *Please note that the Post Go-Live Support phase (8 weeks) does not imply daily or continuous support. It is limited to critical situations and incidents caused by Solvia-delivered components.*

**Phase 6: Monitor and Meaure**

* Integrate embedded risk analysis for proactive monitoring.
* Establish corrective action protocols to resolve access risks in real-time.

### **Project Management (22 days)**

* Project coordination and oversight of both Solvia and Maxion teams and tasks
* Status reporting
* Risk management
* Stakeholder communication

**Total Duration: 260 days**

## Project Proposed Timeline

## 

## Consolidated Efforts

|  |  |  |
| --- | --- | --- |
| **Activity** | **Component** | **Days** |
| Phase 1: Requirements Analysis | SF & GRC | 68 |
| Phase 2: Design & Configuration | SF & GRC | 64 |
| Phase 3: Development & Testing | SF & GRC | 35 |
| Phase 4: UAT & Documentation | SF & GRC | 35 |
| Phase 5: Go-Live & Support | SF & GRC | 36 |
| Project Management | PMO | 22 |
| **Total** | | **260** |

## Deliverables

* Standardized SuccessFactors role structure
* Integrated GRC Access Control system
* SoD framework documentation
* Training materials and user guides
* System configuration documents

## Project Assumptions

**General Assumptions**

* + As part of the project, the authorizations of the HR department and third-party consultant users who will access the SF system will be modeled.
  + Cross-system risks will be traceable within the project scope. However, this requires the relevant systems to be integrated into SAP GRC Access Control. Any limitations in the integration due to SAP licensing constraints will be under Maxion’s responsibility.
  + SAP SuccessFactors Payroll is not used by the CLIENT. However, during the development of the risk matrix, payroll-related risks will also be documented and discussed, even though there is no corresponding functionality in the system. Naturally, these risks will not have technical controls or counterparts within any payroll systems.
  + Emergency Access Management is out of scope for SF, as it is not feasible. However, it is assumed that short-term Access Requests will be used for this process.
  + User Group Design: 10 static user groups are in scope per country, each designed according to local organizational structures.
  + Sensitive HR and IT risks will be completely removed from **all** users.
  + SAP GRC Access Control will also be integrated with SuccessFactors DEV and Test systems.

**Countries in Scope for SF Authorization Design and SAP GRC Access Control Integration**

|  |  |  |
| --- | --- | --- |
| **Country/Region** | **Scope Status** | **Notes** |
| India | In Scope | SF Authorization & GRC AC Integration planned |
| Brazil | In Scope | SF Authorization & GRC AC Integration planned |
| Germany/Austria | In Scope | Treated as a single unit; joint workshops and analysis will be held |
| Turkey | In Scope | SF Authorization & GRC AC Integration planned |
| China | In Scope | SF Authorization & GRC AC Integration planned |
| Thailand/Japan | In Scope | Treated as a single unit; joint workshops and analysis will be held |
| Mexico | In Scope | SF Authorization & GRC AC Integration planned |
| Czechia | In Scope | SF Authorization & GRC AC Integration planned |
| South Africa | In Scope | SF Authorization & GRC AC Integration planned |
| US | In Scope | SF Authorization & GRC AC Integration planned |
| Spain | In Scope | SF Authorization & GRC AC Integration planned |
| Italy | In Scope | SF Authorization & GRC AC Integration planned |
| Argentina/Uruguay | In Scope | Treated as a single unit; joint workshops and analysis will be held |

* The above countries/regions are within the scope of SAP SuccessFactors authorization model design and SAP GRC Access Control integration efforts.
* Where countries are listed together (e.g., Germany/Austria, Thailand/Japan etc.), they will be treated as a single unit for analysis and workshop activities.

**Project Timeline**

* + Total duration: **260 days**
  + All countries will go live simultaneously, it is planned. However, during project execution, with the approval of both parties, the project may go live in three separate phases.

**Project Approach**

* + Static group mappings will be determined by the customer
  + Separate sessions will be held for each country
  + Roles will be analyzed and converted with risk analysis
  + Due to the presence of more than 2,300 users utilizing GRC Access Control, existing authorizations within GRC AC will be reviewed and necessary adjustments will be made to prevent unauthorized access to SuccessFactors.

**Project Delivery**

* + Due to potential changes from both parties during the project execution, a delay of up to 12 weeks may occur.
  + Since the authorization project in ERP systems will be executed simultaneously, there will be two different project managers for the two projects, both reporting to a single program manager.

## Client Responsibilities for Project Success

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* **Timely Access to Systems and Data:** Ensuring that project team members have timely access to all necessary SAP systems, data, and environments required for the project.
* **Provision of Required Documentation:** Providing relevant existing documentation, including current role and authorization structures, business process documentation, and any existing governance policies.
* **Key User Availability:** Designating key users and ensure their availability for workshops, requirement gathering sessions, testing phases, and training sessions.
* **Infrastructure and Technical Support:** Providing necessary infrastructure, such as remote access, VPN, and other IT support, to facilitate project execution, especially considering the remote work assumption.
* **Stakeholder Engagement:** Ensuring that all relevant stakeholders are engaged and available for decision-making processes, feedback sessions, and approvals.
* **Clear Communication:** Maintaining clear and regular communication channels between the project team and customer representatives to address any issues, changes, or updates promptly.
* **Provision of Test Data:** Providing adequate test data and access to a test environment that accurately reflects the production environment to ensure thorough and accurate testing.
* **Change Management Support:** Supporting the project team in change management activities, including communicating changes to end-users and managing any resistance to changes in role and authorization structures.
* **Compliance with Project Timeline:** Adhering to the agreed project timeline by ensuring timely completion of customer-related tasks, such as providing feedback, approvals, and necessary resources.
* **Training Participation:** Ensuring that designated end-users and key-users participate in training sessions and fully engaging with the training materials provided.