Report 28/2013 refers to: Concluding a significant agreement with University of Economics in Wrocław

Management Board of SIMPLE S.A. ("Contractor") informs that on September 6, 2013 concluded the significant agreements with University of Economics in Wrocław ("Employer").

The contract price net is PLN 3 218 000, i.e. gross PLN 3 958 140.00.

The subject of this contract (subject matter) is to perform the work in a form of delivery of license, design, configuration, performance, commencement and implementation and provision of Guarantee Service of the Integrated Information System of ERP class.

The agreement specifies the following contractual penalties:

1. The Contractor is responsible for damages caused by failure to perform or improper performance of the Agreement.
2. In case of termination the agreement by the Employer from the reasons attributable to the Contractor, the Contractor will pay the Employer the contractual penalty in the amount of 10% of the gross contractual price specified in § 14 sec. 1 of the Agreement.
3. In case of delay of the Contractor in Production Commencement, the Employer will be entitled to claim the contractual penalties in the amount of 0.1% of the gross contractual price specified in § 14 sec. 1 of the Agreement for each day of delay.
4. In case of the Contractor's delay in performance of Stages, Phases in comparison to the deadline specified in § 8 sec. 3, the Contractor will be obliged to pay the contractual penalty in the amount of 0.15% of the gross contractual price specified in § 14 sec. 1 of the Agreement for each day of delay.
5. In case of the Contractor's delay in adjustment of the software to the changed provisions of law, the Contractor will be obliged to pay the contractual penalty in the amount of 0.05% of the gross contractual price specified in § 14 sec. 1 of the Agreement for each day of delay.
6. If the deadline for providing the next Third Party Liability Insurance Policy along with documents specified in § sec. 8 of the Agreement is exceeded, Contractor shall pay the contractual fine in the amount of 0.05% of the gross contractual price specified in the Art. 14 sec. 1 of the Agreement.
7. In case of delay in performance of obligations following the requirements of Stabilization, Guarantee Service period the Contractor shall be obliged to pay the following penalties:
    1.1. In case of excess the Repair Time for Failure- the amount of PLN 150 (say: one hundred fifty) for each started hour of delay,
    1.2. In case of excess the Repair Time for Error- the amount of PLN 100 (say: one hundred) for each started hour of delay,
    1.3. In case of excess the Repair Time for Defect- the amount of PLN 50 (say: fifty) for each started hour of delay.
2. If the Contractor or entity, for which the Contractor is responsible, breaches the provisions of § 18 (Personal Data) or § 19 (Confidentiality) of the Agreement, the Contractor shall be entitled to claim compensation under the general rules following the proper provisions of law.
3. If the Employer terminates the Agreement under § 20 sec. 3 of the Agreement i.e. from the reasons attributable to the Contractor, the Contractor will pay the Employer the contractual penalty in the amount of 10% of the gross contractual price specified in § 14 sec. 1) of the Agreement.

4. In order to impose the contractual penalties specified herein the Employer shall issue the debit notes constituting the call for payment. These notes shall be payable within 14 days from the date of receipt by the Contractor.

5. The Contractor authorizes the Employer to deduct the imposed contractual penalty from the due consideration.

6. The Employer reserves the right to claim compensation under the general principles to the amount of actually incurred and documented loss, whereas the Contractor is aware that the performance of this Agreement is strictly connected with the realization of the funcing project of Human Capital Operational Programme.

The Agreement was recognized as important because its value exceeds 10% of the SIMPLE S.A. equity.