

Report 33/2016 refers to: Concluding the agreement with Jan Kochanowski University in Kielce

The Management Board of SIMPLE S.A. informs that on September 5, 2016 received the agreement with the Jan Kochanowski University in Kielce (hereinafter referred to as the Contracting Party).

The subject matter of the agreement is the technical support and post-implementation care of the Integrated IT System [ZSI] Supporting the Management of the School at the Jan Kochanowski University in Kielce in the part of SIMPLE.ERP, providing the correct, timely unlimited operation of ZSI aiming at achieving the specified business effects by including, but not limited to:

1. Diagnosing and removal of failures, errors and defects of ZSI and their effects,
2. Sharing the ZSI update,
3. Providing the option to generate the required POL-on modules and SAF-Ts,
4. Providing the communication between the users and service system of the Contractor,
5. Maintenance of the efficiency parameters of ZSI,
6. Granting the package of 100 hours for the Contracting Party included in the remuneration, when the Contractor shall be obliged to provide the Contracting Party with the following services: trainings for users, data migration, modification of the system and its integration with the IT systems of the Contracting Party.
7. Appointment of the coordinator and providing the continuous telephone communication for ZSI Administrators or other persons indicated by the Contracting Party,
8. Providing the quarterly settlement of the hours package,
9. Providing the quarterly specification of response time and repair times of the reported failures/errors/defects regarding the compliance with the agreement, and
10. Contractor's obligation for cooperation with the supplier of the other services of the Integrated IT System in the field of diagnostics and removal of failures/errors/defects in the field of areas integration and development of ZSI.

The time of performance is 24 months.

SIMPLE S.A. receives PLN 546 710.40 (say: five hundred forty six thousand seven hundred and ten 40/100) as the remuneration.

The agreement specifies the following contractual penalties:

The Contractor shall pay the following amounts for failure to keep the service schedule:

- a. 0.25% of the monthly gross remuneration for each hour of delay in failure removal,
- b. 0.1% of the monthly gross remuneration for each hour of delay in error removal,
- c. 0.05% of the monthly gross remuneration for each hour of delay in defect removal,
- d. 0.2% of the monthly gross remuneration for each hour of delay in solving problem reported by help desk.

In case of termination the Agreement by the Contracting Party or the Contractor from the reasons attributable to the Contractor, the Contractor is obliged to pay the Employer the contractual fine in the amount 20% of the gross price.

Legal base: Art. 17 sec. 1 of the Ordinance of the European Parliament and Council (EU) No. 596/2014 of April 16, 2014 on market abuse (market abuse regulation) and repealing Directive 2003/6/EC of the European Parliament and of the Council and Commission Directives 2003/124/EC, 2003/125/EC and 2004/72/EC.