

Report 29/2010 refers to: Concluding the significant Agreement on Delivery and Implementation of the Integrated IT System and delivery of the equipment for The Jan Kochanowski University of Humanities and Sciences in Kielce

The Management Board of SIMPLE S.A. acting on the base of the Art. Sec. 1 par. 3 of the Ordinance of 19th February 2009 on current and periodical information delivered by the issuers of securities and conditions of considering as equal the information required by the legal provisions of the non-member country that on 29th September 2010 the SIMPLE S.A. concluded as the Consortium Leader, the significant agreement amounting to 4,774,900.00 PLN net i.e. 5,825,378.00 PLN gross with the University of Humanities and Science in Kielce- as the Employer.

The consortium including SIMPLE S.A. seated in Warsaw and Partners in Progress Sp. Z o.o. seated in Rzeszów undertook to perform the Project consisting of delivery, implementation and maintenance of the integrated IT system supporting the management of the University and delivery of the equipment for the Jan Kochanowski University of Humanities and Sciences ul. Żeromskiego 5, 26-369 Kielce, by performance of the following tasks:

- 1) Design, performance and implementation of the System, including:
 - a) Pre-implementation analysis completed with the System Implementation Concept,
 - b) Implementation of the System in accordance with the System Implementation Concept,
 - c) Delivery of equipment,
 - d) Configuration of the System software,
 - e) Preparing the assumptions and tests as well as carrying out the technical tests in the presence of the Employer,
 - f) Delivery of the complete documentation of the System in electronic form as well as in paper form, including the technical, operation and user's documentation.
- 2) Migration the data to the System basing on prepared data migration project,
- 3) Carrying out the training for the System's users and administrators,
- 4) Technical support and System maintenance services,
- 5) Being ready to develop the ZSI System.

The Consortium undertook to finish the works within the 36 months from the date of agreement.

The Agreement stated the following contractual fines:

1. In case of improper performance of the Agreement or its part by the Contractor, providing the Art. 5 sec. 3, the Contractor shall pay the Employer the contractual fines in the following cases and amounts:
 - 1) For failure to performance the tasks specified in the Art. 2 sec. 1 of the Agreement the Contractor shall pay the contractual fine in the amount of 15% of the consideration specified in the Art. 15 sec. 1 of the Agreement, which corresponds to the amount of the relevant Stage/task specified in the Schedule,
 - 2) For each day of delay in performance of the relevant tasks specified in the Art. 2 sec. 1 the Contractor shall pay the contractual fine in the amount of 0,15% of the consideration specified in the Art. 15 sec. 1 of the Agreement, which corresponds to the amount of the relevant Stage/task specified in the Schedule, starting from their deadline,

- 3) For each day of delay in performance the Agreement over the deadline specified in the Art.3 of the Agreement the Contractor shall pay the contractual fine in the amount of 1% of the consideration specified in the Art. 15 sec. 2 of the Agreement.
2. Moreover, the Contractor is obliged to pay the contractual fines in the following amounts:
 - 1) 610.00 PLN for each hour of delay in removing the critical failure, this amount constitutes the duplex of hour rate of the Contractor's employer's remuneration (amount from the offer – component "G").
 - 2) 305.00 PLN for each hour of delay in removing the important failure. This amount constitutes the one hour rate of the Contractor's employer's remuneration (amount from the offer – component "G"),
 - 3) 152.50 PLN for each hour of delay in removing the functional failure, this amount constitutes the half of hour rate of the Contractor's employer's remuneration (amount from the offer – component "G"),
 - 4) 76.25 PLN for each hour of delay in removing the defect. This amount constitutes 0.25 of the hour rate of the Contractor's employer's remuneration (amount from the offer – component "G"),
3. In case of termination the Agreement by the Employer 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, specified in the Art. 15 sec. 2 of the Agreement.
4. The Employer is entitled to claim the compensation on general principles exceeding the amount of reserved contractual fines.
5. The Parties state that without prejudice to contractual fines, if the Agreement is not executed due to the Contractor's fault and as a result the Employer will not receive or will be obliged to return the amounts to be refunded from the Project's resources under the name "Extension of the educational infrastructure of the Jan Kochanowski University of Humanities and Sciences in Kielce – 2nd stage of University's Campus construction" co-financed by the European Union from the funds of the Regional Development Fund within the framework of the Operational Program Development of Eastern Poland for 2007-2013, the Contractor shall bear the responsibility towards the Employer limited to the amount 5,825,378.00 PLN, i.e. the Employer may demand from the Contractor the mentioned funds or their return only to the mentioned amount.
6. The Parties jointly agree that the Employer is obliged to cooperate with the Contractor in performance of the obligations following the Agreement. The Contractor is absolved from the responsibility due to improper performance of the Agreement (including delays in performance), if the improper performance, including the delays are caused by fail to meet the Schedule's deadlines by the Employer. The Contractor is obliged to inform the Employer immediately on each case of non-meeting the deadlines or other circumstances attributable to the Employer affecting or may affect the proper performance of the Agreement.

The Contract was recognized as significant because its value exceeds 10% of the Issuer's equity.