

Report No. 2/2011 refers to: Concluding the significant agreement with the University of Life Sciences in Lublin of 02.02.2011

I. The Management Board of SIMPLE S.A. seated in Warsaw, 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 informs that on 2nd February 2011 concluded, as the Leader of the Consortium of the companies SIMPLE S.A. and HIGHCOM s.c., the significant agreement (hereinafter Agreement) with the University of Life Sciences in Lublin, which is the Employer, amounting to PLN 3,300,000.00 (say three millions three hundred thousand zlotys 00/100) net, i.e. gross PLN 4,059,000.00 (say: four millions fifty nine thousand zlotys 00/100).

II. The subject of the mentioned Agreement is to perform by the Consortium of the mentioned companies the Project consisting of implementation, development and update of IT software (OZSZU, i.e. Integrated School Management System Software) which is the base of the Integrated School Management System (ZSZU)), supporting the administration and education process of the University of Life Sciences in Lublin, granting the base license OZSZU and license to OZSZU and supply of the other licenses necessary to use ZSZU and also performance of training services regarding the use and operation of ZSZU and performance of the service from the scope of the guarantee for OZSZU and Financial and Accounting System and maintenance of ZSZU.

III. Significant conditions

The remuneration of the Consortium (Contractor), mentioned above, will be payable according to the following principles:

- I. For performance of 1st Stage of Software and Implementation of OZSZU- in total 34% of the Contractor's net remuneration
- II. For performance of 2nd Stage of Software and Implementation of OZSZU- in total 27% of the Contractor's net remuneration
- III. For performance of 3rd Stage of Software and Implementation of OZSZU- in total 4% of the Contractor's net remuneration
- IV. For performance of 4th Stage of Software and Implementation of OZSZU- in total 25% of the Contractor's net remuneration
- V. For trainings and other activities which are the Subject of Agreement- in total 10% of the Contractor's net remuneration.

The Agreement specified the guarantee package for the Employer (in § 17 and § 18) under the following conditions:

§ 17

1. The Contractor ensures for the Employer the 24 months manufacturer's guarantee for the Financial and Accounting System from the date of commencement and ensures the services for the Financial and Accounting System until the manufacturer's guarantee will expire on 31st December 2017.

§ 18

1. The Contractor grants the Employer the guarantee for OZSZU in the period from the commencement of each Module and their acceptance under the Partial Acceptance

Protocol to 31st December 2017, not shorter than 5 years from the date of the Final Acceptance Protocol.

2. In case of removing any Defects, Errors and Failures during the guarantee period, it will be extended by the period, in which the Employer was unable to use the part or entire OZSZU, unless the Defect, Error or Failure as well the manner and time of repair did not affected the operation of OZSZU in full within the working hours of the Employer.
3. Notwithstanding the rights due to guarantee, the Employer is entitled to exercise the rights due to the warranty under the general principles, but the warranty period is equal to the guarantee period.

IV. The Agreement specifies the following contractual fines, in § 25 of the Agreement named "Liability for damages":

1. The Contractor shall pay the Employer the following contractual fines:
 - a) For delay in performance of the relevant Stage, specified in the Schedule of performance and implementation- the contractual fine in the amount 0.3% of the total net remuneration of the Agreement for the performance of the relevant Stage, for each started day of delay.
 - b) For the delay in performance of the subject of the Agreement in the part relating to the update/delivery of new financial and accounting system in the amount 3% of value of the Agreement (gross remuneration payable to the Contractor)
 - c) For delay in removing the material defects- the contractual fine in the amount 0.1% of the total net remuneration of the Agreement for the performance of the relevant Stage, for each started day of delay, counted from the deadline specified by the Employer to remove the defects discovered during the acceptance,
 - d) For delay in removing the immaterial defects- the contractual fine in the amount 0.05% of the total net remuneration of the Agreement for the performance of the relevant Stage, for each started day of delay, counted from the deadline specified by the Employer to remove the defects discovered during the acceptance,
 - e) For delay in removing the Failure- the contractual fine in the amount 0.1% of the net remuneration of the Agreement for each started 24 hours of delay,
 - f) For delay in removing the Error - the contractual fine in the amount 0.1% of the net remuneration of the Agreement for each started 24 hours of delay,
 - g) For delay in removing the Defect- the contractual fine in the amount 0.05% of the net remuneration of the Agreement for each started day of delay,
 - h) For delay in taking the service activity- the contractual fine in the amount 0.05% of the net remuneration of the Agreement for each started day of delay,
 - i) For delay in OZSZU development- the contractual fine in the amount 0.05% of the net remuneration of the Agreement for each started day of delay, provided that the contractual fine is calculated separately for each irregularity.
 - j) For delay in OZSZU update to regulations of the law, which are not the internal regulations of the Employer-, the contractual fine in the amount 0.05% of the net remuneration of the Agreement for each started day of delay,
 - k) For delay in OZSZU update to the internal regulations of the Employer- the contractual fine in the amount 0.05% of the net remuneration of the Agreement for each started day of delay,
 - l) For termination of the Agreement from reasons attributable to the Contractor, the contractual fine in the amount of 10% of the net remuneration of the Agreement.
2. The contractual fines, mentioned in sec. 1, are charged independently and are a subject of accumulation.

3. The Employer is entitled to claim the supplementary damages translating the amount of contractual fines into the amount of the actually incurred damage.
4. The Contractor agrees to deduct the possible contractual fines from his remuneration and performance bond.
5. In case, when the delay will be a result of the Major Force or exclusive fault of the Employer, the contractual fines will not apply.

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