

Contract of purchase No.: 12/2010

Declarations of the Contracting Parties

SELLER: **Alps Telecommunications Software Srl**
Address: Corso Francia 2 bis, 10143 – Torino, ITALY
Represented by: Dr. Stefano Palmero
Tel.: +39 011 4813 631
VAT No.: IT 08629310015
N.REA: 987959
Bank: UniCredit Banca, Torino D'Ovidio (branch code: 8060)
Account number: 20040864
SWIFT Code: Holding: UNCRITMM, Bank: UNCRIT2B
IBAN Code: IT 47 B 02008 01160 000020040864

BUYER: **International laser center**
Address: Ilkovičova 3, 841 04 Bratislava, Slovak Republic
Represented by: prof. Ing. František Uherek, PhD.
OIN: 31780296
Bank: the State Treasury
Account number: 7000344913/8180

Article I.

Object of Contract

The object of this contract is 1 pcs of academic license software packages OptSim license, ModeSYS add on license, MetroWAND license, BeamPROP add on license 16847427, 8 nodes of FullWAVE for Linux 64bit cluster, Maintenance alignment of licenses 16847427 and 16847355 with new BeamPROP add on license and FullWAVE nodes RSoft design Inc. for design of nanostructures and their application in optical communication systems which includes transportation to the place of delivery and one year technical support. Parts of delivery are the installation media, manuals, USB hard lock key, which will be delivered in a package and also License files, which will be delivered electronically to the e-mail address ilc@ilc.sk.

Article II.

Place, Date and Method of Implementation

1. The place of delivery under this contract is the International Laser Center, Ilkovičova 3, 841 04 Bratislava, Slovak Republic.
2. Seller agrees to deliver to the buyer subject of contracts under Art. I. section 1. no later than 30 days after signing this Contract of purchase.
3. Course of transportation to the place designated by the buyer provides the seller at his own expense to ensure sufficient protection against the damage and deterioration.

Article III.

Price and Payment Terms

- Value of the contract under Art. I. is given by the quotation No.: **ATS/OFF2010/062/SP** dated 23th 7. 2010, which was drafted by the seller to the buyer of a call on 21.7.2010 in the market research buyer No. 153/2010.
- Value of the contract is given in Tab. 1 as a solid. it will not change. The price includes all expenditure on the supply of goods at destination, annual technical support, including duty and excluding VAT.

Table 1

Software package	Pcs	Price excluding VAT /pcs [EUR]	Price excluding VAT [EUR]
OptSim license on Linux 64bit With annual maintenance	1	5.100,00	5.100,00
ModeSYS add on license on Linux 64bit With annual maintenance	1	1.200,00	1.200,00
MetroWAND license on Windows 32bit XP With annual maintenance	1	7.000,00	7.000,00
BeamPROP balik licencia 16847427 Linux 64bit s With annual maintenance	1	4.800,00	4.800,00
8 nodes of FullWAVE for Linux 64bit cluster	1	4.800,00	4.800,00
Maintenance alignment of licenses 16847427 and 16847355 with new BeamPROP add on license and FullWAVE	1	2.300,00	2.300,00
Overall price excluding VAT [EUR]			25.200,00

- The buyer does not advance to the Seller for the realization of the contract subject.
- Total price of contract object to the seller will be paid after acceptance of the package, which will include the installation files on CD-ROM, hardware key with a USB interface to the place of delivery specified in the description of the subject of the contract while receiving the license file by email to the email address buyer referred to in describing the subject of the contract and submission of invoices with a 30 - days period after the due date of receipt of the buyer. Integral part of the original invoice is delivery note signed by the buyer. The invoice will be paid by bank transfer in Euros.
- If the invoice does not meet the requirements of the tax document, or not exposed in accordance with the contract of purchase, the buyer has the right to return it to seller for reprocessing. The new, corrected invoice is payable within 30 days of its receipt.

Article IV. Acquisition of Ownership



1. The buyer acquires a license to use the software package under the terms of RSoft Design Inc. license agreement once payment is received in full.

Article V.

Delivery and Reception of Goods

1. The seller undertakes to supply the object of the contract and to deliver it to the buyer at the delivery place specified in Art. II. of contract with the delivery note.
2. Buyer undertakes to take the object of the contract and after receipt of invoices by post to pay the agreed price vouch.
3. The buyer will receive the object of the contract in one single delivery during working days.

Article VI.

Technical Support

Technical support and product upgrades are included for one year with the purchase of the software. After this period further support and upgrades may be purchased with annual maintenance contract.

2. To access the annual technical support and software updates are necessary the registration of buyer to e-mail address: info@rsoftdesign.com and then this support will be available from the software manufacturer's web site <http://www.rsoftdesign.com> and also by phone.

Article VII.

Common and Final Regulation

1. This Agreement shall enter into force and effect on the date it is signed by both Contracting Parties.
2. The buyer commits that the academic license for the university, which is the object of this contract, will be used only for research purpose and it will not be used by, rent or transferred to an outside entity without the permission of RSoft Design Group Inc. In addition, no commercial development of products will be performed with this academic license.
3. Any amendments to this contract require the written consent of the contracting parties and shall be signed by their authorized representatives. Additions or amendments to this contract shall be effected by written amendments to this contract.
4. Seller undertakes to tolerate duty of the control/audit/verification related to the contract at any time during its validity (but not more than 12 months from contract date which is the period of validity of the annual technical support) and effectiveness eligible persons which are:
 - Ministry of Education of Slovak Republic represented by Agency of the Ministry of Education of the Slovak Republic for the Structural Funds of the EU and entrusted person by the provider,
 - The Supreme Audit Office. The Financial Control. Certification authority and persons entrusted by them.

- The Audit Authority, cooperating institutions and persons designated by them,
- Authorized representatives of the European Commission and European Court of Auditors.
- Persons designated by the authorities mentioned in points from a) to d) in accordance with relevant legislation of Slovak Republic and the EC,

and provide them with all necessary assistance.

5. By attaching their signatures, the Contracting Parties confirm that the content of the Contract of purchase is clear, comprehensible and that they have signed this Contract on the basis of true and free will, and not under duress or under clearly disadvantageous conditions.
6. This contract is drawn up in four copies, two of which received by the seller and two buyers.

In Bratislava, dated 2.9.2010
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medzinárodné
Laserové Centrum
Ulčovičova 3, 841 04 Bratislava
Slovenská republika

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Buyer
prof. Ing. František Uherek, PhD.
director

In Torino, dated 01/09/2010
.....
Alps Telecommunications Software Srl
C.so Francia, 2 bis - 10143 TORINO (ITALY)
Tel. +39-0114813631 - Fax+39-0114813610
Info@alps-telsoft.com
.....P.IVA.08629310015 - N. REA 987959

Seller
Dr. Stefano Paimero
sales manager

