

PURCHASE CONTRACT

**entered into within the meaning of Section 2079 of Act No. 89/2012 Coll.,
the Civil Code (hereinafter the "Civil Code") on the day, month and year
specified below and under the following conditions by and between the
following parties:**

THE BUYER

Name: Brno University of Technology
Component part: Faculty of Electrical Engineering and Communication
Seat: Technická 3058/10, 616 00 Brno
Represented by: prof. RNDr. Vladimír Aubrecht, CSc., Dean of FEEC BUT
Id. No.: 00216305
Tax Id. No.: CZ 00216305

Contact person of the Buyer: xxxx

and

THE SELLER

Name: OptaSense Ltd
Seat: Cody Technology Park, Ively Road, Farnborough, Hampshire, GU140LX, United Kingdom
Registration in the Commercial Register: 06508676
Represented by: James Pollard, CEO
Id. No.: DUNS (Dun & Bradstreet): 211091119
Tax Id. No.: VAT number: GB183435793
Bank details: xxxx

Contact person of the Seller: xxxx

(hereinafter also jointly referred to as the "Parties")

I. SUBJECT OF THE PURCHASE

- 1) The Subject of the Purchase hereunder is delivery of distributed acoustic optical fiber sensory system for acoustic vibration sensing in the vicinity of the optical fiber (Supplier and Manufacturer: OptaSense).

The Subject of the Purchase is specified in more detail in the technical description which constitutes an integral part of this Contract as its Annex 1.

- 2) The purpose of this Contract is to guarantee the Seller the fulfillment of the public contract "DAS system" and all resulting conditions and obligations assumed by the Seller in the tender procedure according to the tender documentation of the public contract and the Seller's offer. This warranty takes precedence over the other terms and conditions set forth in this Contract.
- 3) By virtue of this Contract, the Seller agrees to:
- a) hand over the Subject of the Purchase to the Buyer pursuant to paragraph 1 and enable the Buyer to assume the ownership title to the Subject of the Purchase;
 - b) to perform the other obligations contained herein.
- and the Buyer agrees to take over the Subject of the Purchase and pay the purchase price.
- 4) The Seller and the Buyer further agree that, in addition to the above, the Seller is also obliged and agrees to:
- a) deliver the Subject of the Purchase at the place specified by the Buyer,
 - b) properly introduce and train (remote training for 3 persons) the operator of equipment forming the Subject of the Purchase and train it so that it is able to handle the Subject of Purchase without any complications and to use it properly,
 - c) hand over the lists of individual items of the Subject of the Purchase.

II. PURCHASE PRICE

- 1) The Buyer agrees to pay to the Seller the purchase price in the amount of:

Purchase price excl. VAT	120,000 EUR
Amount of VAT in CZK	Foreign supplier*
Purchase price incl. VAT	120,000 EUR

* In the case of a foreign supplier or a non-payer of VAT, the price including VAT will be the same as the price exclusive of VAT, and the VAT amount line will be listed - VAT non-payer or Foreign supplier.

III. PLACE AND TIME OF PERFORMANCE

- 1) The Seller undertakes to deliver the above-mentioned Subject of Purchase to the Buyer no later than **12 weeks** from the effective date of the contract. Subsequently, no later than 1 month from the date of delivery of the Subject of Purchase to the Place of Performance, training will take place to the extent specified in Article I of this contract.

The Seller will be considered to have met its obligation to hand over the above-specified Subject of the Purchase upon its takeover by the Buyer provided that the Buyer will deem it free of any defects *and at the same time the Buyer will be trained in accordance with the contract.*

- 2) At the same time, the Seller agrees that, with regard to the nature of the Subject of the Purchase, it shall demonstrably inform the Buyer sufficiently in advance (at least 5 business days) that it intends to hand over the Subject of the Purchase; otherwise, the Buyer is not obliged to take over the Subject of the Purchase. In case the Seller informs the Buyer in a timely manner pursuant to the preceding sentence, the Buyer agrees to permit the Seller an access to the place of performance.
- 3) The Seller agrees to hand over the Subject of the Purchase at the following place:
FEEC BUT, Technická 12, 616 00 Brno, Czech republic
- 4) The Buyer represents that it is authorised to take over the Subject of the Purchase and sign the handover record:

XXXX

proxy

XXXX

- 5) The Seller acknowledges that the Buyer specifically requested the delivery of all the required documents for the Subject of the Purchase in accordance with Art. IV (3) of the General Purchasing Conditions of the University of Technology.

IV. QUALITY WARRANTY

The Buyer and the Seller agree that the Warranty Period for the Subject of the Purchase, as well as for each of its parts is **36 months** from the date on which the Subject of Purchase was taken over by the Buyer free of any defects.

V. ARRANGEMENTS FOR IMPLIED PERFORMANCE

The Parties note that they are concluding the Purchase Contract at the time of the ongoing pandemic in connection with the occurrence of coronavirus (referred to as SARS CoV-2). As of the date of concluding the Contract, the Seller is not aware of any obstacles that would prevent it from properly fulfilling the obligations arising from the Contract due to the spread of coronavirus. In the event that such obstacles arise after the entry into force of the Contract, this situation will be resolved in accordance with the relevant provisions of the Contract with appropriate application of force majeure provisions. The Buyer's right to withdraw from the Contract pursuant to Article X, paragraph 5) of the BUT General Terms and Conditions shall arise only after the expiration of 15 days of force majeure circumstances

VI. FINAL PROVISIONS

- 1) The following annexes form an integral part of this Contract:
 - a) Annex 1 – Technical description of the Subject of the Purchase.

The Parties agree that in case of any inconsistencies or contradictions, the Articles I. to VI. of the Contract take precedence over any annexes to the Contract. Furthermore, the Parties agree that in case of any inconsistencies or contradictions between individual annexes, the annex whose numerical designation specified in this paragraph is lower, shall prevail.
- 2) General Purchasing Conditions of the University of Technology, in the wording applicable as of the date this Contract is entered effective forms part of this Contract. The GPC apply as terms and conditions within the meaning of Section 1751 of the Civil Code and provide for the rights and obligations of the Seller and the Buyer that are not specified herein. In this regard, in order to avoid any speculations, the Parties also declare and agree that in the GPC, any reference to “the Contract” shall mean this Contract. Both Parties simultaneously agree that in case the provisions of the Contract and the GPC differ, the Contract shall prevail. The GPC are available at: <http://vut.cz/vnp>, where, by its signature below, the Seller represents that it has become acquainted in detail with the text of the GPC and thus that the Seller is familiar with it.
- 3) Provisions referred to in the GPC, Article IV. paragraph 5) letter b) is invalidated in relation to the obligations under this Contract. The other provisions set out in the GPC remain in force.
- 4) The Seller is entitled to transfer all its rights and obligations hereunder to a third party only with a prior written consent of the Buyer. Section 1879 of the Civil Code shall not apply.
- 5) The Seller agrees to tolerate the publication of this Contract including any annexes by the Buyer pursuant to Section 219 of Act No. 134/2016 Coll., the Public Procurement Act.
- 6) By execution hereof, the Parties confirm that they are aware that this Contract is subject to

publication pursuant to Act No. 340/2015 Coll., on the Contracts Register, as amended. Publication of the Contract shall be provided for by the Buyer.

- 7) If any of the provisions of this Contract becomes invalid or ineffective, this shall in no way prejudice other provisions hereof which shall remain valid and effective. In that case, the Parties agree to replace the invalid or ineffective provision by a new valid and effective provision which best corresponds to the originally intended purpose of the invalid or ineffective provision.
- 8) This Contract constitutes the entire agreement on its subject-matter, and contains all the arrangements that the Parties had to, and intended to, make in the Contract, and which they consider important for this Contract to be binding. No manifestation made by the Parties in negotiations on this Contract or a manifestation made after the conclusion of this Contract may be construed at variance with explicit provisions of the Contract and shall not establish any obligation of any of the Parties.
- 9) This Contract has been drawn up in four original counterparts. Each of the Parties shall obtain two counterparts.
- 10) The Parties confirm that they have read this Contract before executing it and agree with its contents. In witness thereof, the Parties affix their respective signatures.

In Brno, on

In Hampshire, on

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prof. RNDr. Vladimír Aubrecht, CSc.
Dean of FEEC BUT
For the Buyer

.....
James Pollard
CEO OptaSense Ltd
For the Seller

Příloha č. 1 smlouvy
Annex No. 1 of the contract
Technická specifikace Předmětu zakázky
Technical specification of the Subject of the public contract

Veřejná zakázka: DAS systém
Public tender: DAS system

Tato specifikace určuje **minimální** požadavky zadavatele na předmět zakázky, dodavatel doplní obchodní názvy nabízeného zboží tam, kde je to vhodné, případně přiloží do nabídky vlastní cenovou nabídku a technický popis, přičemž všechny požadavky uvedené v této příloze musí být splněny a zahrnuty v nabídkové ceně.
This specification determines the Contractor's entity minimum requirements on the subject of public contract, the contractor adds the trade names of the goods offered where appropriate, or adds a quotation and technical description to the tender bid, all the requirements set out in this Annex must be fulfilled and be a part of bid price.

číslo řádku/row number	Požadavek zadavatele	Requirement of Contracting Authority	Nabídka dodavatele/Supplier's offer
1	Hlavní jednotka	Main Unit	
2	Centrální vlnová délka: v rozsahu 1550 nm (kanál DWDM)	Central wavelength: 1550 nm range (DWDM channel)	OptaSense's comment: comply
3	Dosah systému: >20 km	Distance range: >20 km	OptaSense's comment: comply Intensity Only Mode: up to 50Km range Quantitative Phase Mode: 10Km range
4	Prostorové rozlišení: od 5 m	Spatial resolution: from 5 m	hodnotící kritérium č. 1 Dodavatel zde uvede nabízené nejmenší prostorové rozlišení; požadováno je rozlišení 5m a lepší, v případě rozlišení více než 5m bude nabídka vyloučena <i>evaluation criterion 1</i> The supplier shall state here the smallest spatial resolution offered; a resolution of 5m and better is required, in case of the offer with more spacial resolution than 5m the offer will be excluded OptaSense's comment: comply Intensity Only mode: 1.3m, 7.2m, 10-20 Quantitative Phase mode: 4.1m, 8.6m, 18.9m, 38.9m
5	Minimální detekovatelná frekvence: <1 Hz	Min frequency detection: <1 Hz	OptaSense's comment: comply
6	Maximální detekovatelná frekvence: >5 kHz	Max frequency detection: >5 kHz	OptaSense's comment: comply
7	Typ vlákna: Standardní jednovodičová optická vlákna (ITU G.652, ITU G.657)	Fiber type: Standard single mode optical fibers (ITU G.652, ITU G.657)	OptaSense's comment: comply
8	Napájení: 230 VAC/50 Hz	Power supply: 230 VAC / 50 Hz	OptaSense's comment: comply
9	Možnosti komunikace: 1x Ethernet port (RJ45)	Communication options: 1 x Ethernet port (RJ45)	OptaSense's comment: comply
10	Optický konektor: E-2000/APC	Optical connector: E-2000/APC	OptaSense's comment: comply
11	Funkce grafického rozhraní (permanentní licence): konfigurace systému, prohlížeč dat; automatická vizualizace, graf typu vodopád, následné zpracování náměrů a filtrace, export audio záznamu z vybrané oblasti	Graphical interface functions (permanent licence): configuration, data viewer; automatic visualization, waterfall, post-processing and filtering, audio export from selected location	OptaSense's comment: comply. Please note that for audio extraction, a different software version may be required, such as OS6 instead of LA, but this will not have an impact on the cost or performance.
12	Počítač pro konfiguraci / vizualizaci: vestavěný nebo přenosný počítač připojený přes Ethernet / USB (musí být zahrnuto v ceně)	Local computer for configuration/visualization: build-in or laptop connected via Ethernet/USB (must be included in price)	OptaSense's comment: comply
13	Ukládání dat: Interní pevný disk ≥ 500 GB	Data storage: Internal hard disk ≥ 500 GB	OptaSense's comment: comply
14	Formát ukládaných dat: textový soubor nebo otevřený binární soubor	Data format: Text File or open binary	OptaSense's comment: comply
15	Vzdálené operace: Vzdálené ovládání, konfigurace a údržba pomocí TCP/IP	Remote operation: Remote control, configuration and maintenance via TCP/IP	OptaSense's comment: comply
16	Stupeň krytí: IP20 nebo lepší	Protection rating: IP20 or better	OptaSense's comment: comply
17	Stav: Nový nebo DEMO/repasované	Condition: New or DEMO/refurbished	OptaSense's comment: comply, refurbished unit
18	Záruka: nejméně 12 měsíců	Warranty: at least 12 months	hodnotící kritérium č. 2 Dodavatel uvede délku záruční lhůty v měsících <i>evaluation criterion 2</i> The supplier shall indicate the length of the warranty period in months- OptaSense's comment: Return-to-base warranty of 36 months
19	Školení	Training	hodnotící kritérium č. 3 Dodavatel uvede rozsah nabízeného školení, je-li součástí nabídky; školení nemusí být součástí nabídky, jeho nabídnutí bude zohledněno v hodnocení nabídek <i>evaluation criterion 3</i> The supplier shall indicate the offered extent of the training, if the training is a part of the offer; training does not have to be part of the offer, its offer will be taken into account in the evaluation of offers OptaSense's comment: 2-Days remote training of 3x FEEC's personnel
20	Doplňkové služby a příslušenství	Additional services and accessories	hodnotící kritérium č. 4 Dodavatel uvede v řádcích 21-24, zda uvedenou službu/příslušenství v rámci své nabídky nabízí či nikoli, dodavatel je oprávněn nabídnout 0 až 4 z níže uvedených možností (tj. dodavatel nemusí nabídnout žádnou z uvedených možností, avšak jejich nabídnutí bude zohledněno v hodnocení nabídek) <i>evaluation criterion 4</i> The supplier shall state in lines 21-24 whether or not he offers the specified service / accessory within his offer, the supplier is entitled to offer 0 to 4 of the options below in the offer (ie the supplier does not have to offer any of the listed options, but their offer will be taken into account in the evaluation).
21	• Údržba, roční vyčištění, testování funkčnosti	• Maintenance, yearly complete cleaning and performance check	součástí nabídky ANO x NE included in the offer YES. 1 yearly remote health check during warranty period
22	• Update SW po dobu záruční lhůty	• Software Update during the warranty period	součástí nabídky ANO x NE included in the offer YES during warranty period
23	• Technická asistence do 2 pracovních dnů po telefonu/emailu	• Technical assistance within 2 business days by phone/email	součástí nabídky ANO x NE included in the offer YES, via email during 12 months
24	• Optický kabel se zvýšeným Rayleighovým rozptylem: délka min. 100 m	• Optical Fiber cable with significantly increased Rayleigh backscattering: length min 100 m	součástí nabídky ANO x NE included in the offer NO