

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: ID QUANTIQUE SA
Seat: Chemin de la Marbrerie 3, 1227 Carouge (GE), Switzerland
Registration in the Commercial Register: CH-660.2.056.001-3
Represented by: Gregoire Ribordy
Id. No.: CH-660.2.056.001-3
Tax Id. No.: CHE-109.370.975
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 a key distribution system to secure the communication data channel by polarizing photons transmitted by optical fiber Clavis3 QKD platform.
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 "QKD 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 (training for 4 or more 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, the training will be at least 6 hours (it is possible to divide the hours into several days), users will be trained in the range of min. installation and maintenance, work with SW, analysis and export of data, measurement errors, practical information from field measurements,
 - c) hand over the lists of individual items of the Subject of the Purchase.

II. CONDITIONS FOR PERFORMING THE PURCHASE ITEM

- 1) The Seller hereby declares that it is not listed as a security threat in the field of cyber security by the National Office for Cyber Security in the Czech Republic.
- 2) The Buyer reserves the right to approve the participation of individual subcontractors of the Seller in the performance of part of the obligations under the Contract. However, the seller is responsible for fulfilling such obligations to the subcontractor as if he fulfilled them himself.
- 3) The Seller undertakes, in contracts with potential subcontractors, to oblige the subcontractor to fulfill those obligations and under the same conditions to which he has undertaken to fulfill in the Contract, to the extent to which these subcontractors will fulfill these obligations.
- 4) Failure to fulfill the Seller's obligations under this provision shall be considered a material breach of the Contract.

III. PURCHASE PRICE

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

Purchase price excl. VAT	183 000,00 EUR
Amount of VAT in CZK	Foreign supplier
Purchase price incl. VAT	183 000,00 EUR

IV. PLACE AND TIME OF PERFORMANCE

- 1) The Seller agrees to hand over the above-specified Subject of the Purchase to the Buyer not later than **12 weeks** from the date of effectiveness of the 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.

- 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.

V. 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 **12 months** from the date on which the Subject of Purchase was taken over by the Buyer free of any defects.

VI. 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

VII. 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 VII. 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) 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.
- 4) 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.
- 5) 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.
- 6) 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.
- 7) 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.
- 8) This contract is concluded by electronic means, so that each contracting party provides it with its recognized electronic signature.
- 9) 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 Geneva, on

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

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Pejman Panahi
Director, Global Market Development
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: QKD systém
Public tender: QKD 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	Clavis3 QKD platform
2	Systém QKD: systém bod-bod, obsahuje vysílač (Alice) a přijímač (Bob)	QKD system: point-to-point system, contains transmitter (Alice) and receiver (Bob)	Yes
3	Centrální vlnová délka kvantového kanálu: 1551,72 nm (kanál DWDM)	Quantum channel central wavelength: 1551.72 nm (DWDM channel)	Yes
4	Centrální vlnové délky servisního/veřejného kanálu: 1553,33 nm a 1554,13 nm	Service/ public channels central wavelengths: 1553.33 nm and 1554.13 nm	Yes
5	Celkový výkonový budget linky kvantového kanálu: >12,00 dB	Total link budget of quantum channel: >12.00 dB	<p>hodnotící kritérium č. 1 Dodavatel zde uvede nabízený celkový výkonový budget linky kvantového kanálu; požadován je výkon vyšší než 12,00 dB, v případě výkonu menšího nebo rovno 12,00 dB bude nabídka vyloučena <i>evaluation criterion 1</i> The supplier shall state here total link budget of quantum channel; a budget grater than 12.00 dB is required, in case of the offer with budget is less or equal 12.00 dB the offer will be excluded</p> <p>Clavis3 14dB budget will be provided</p>
6	Celkový výkonový budget linky servisního kanálu: >25 dB	Total link budget of service channels: >25 dB	YES
7	Typ optického vlákna pro kvantový kanál: SMF-28	Quantum channel optical fibre type: SMF-28	YES
8	Typ optického vlákna pro synchronizační kanál: SMF-28	Synchronization channel optical fibre type: SMF-28	YES
9	Rychlost tajného klíče: min. 1 kb/s	Secret key rate: min 1 kb/s	YES
10	Fyzické porty a logická rozhraní: kvantový kanál - typ konektoru: FC/APC; Rozhraní pro externí šifrátor: Ethernet; veřejná kanál: SFP; Podpora externích detektorů	Physical ports and logical interfaces: Quantum channel Connector type: FC/APC; Interface to external encryptors: Ethernet; public channel: SFP; Support for External Detectors	YES
11	Správa: Integrovaný modul pro správu systému s alarmy, konzolovým připojením a síťovým rozhraním Ethernet	Management: Built-in system management module with alarm, console connection and Ethernet network interfaces	YES
12	Grafické rozhraní (trvalá licence): konfigurace systému, zobrazení alarmů, rychlá softwarová/hardwarová destilace klíčů, vizualizace parametrů a procesů QKD;	Graphical interface (permanent licence): configuration, alarm, fast software/hardware based key distillation, visualisation of parameters and QKD processes;	YES
13	Podpora protokolu a datového formátu API pro doručování klíčů založeného na REST podle ETSI GS QKD 014	Support of protocol and data format of REST-based key delivery API according to ETSI GS QKD 014	YES
14	Rozměr: max. 6U (kompatibilní s 19" rackem)	Dimension: max 6U (19" rack compatible)	YES

číslo řádku/row number	Požadavek zadavatele	Requirement of Contracting Authority	Nabídka dodavatele/Supplier's offer
15	Napájení: 230 VAC / 50 Hz	Power supply: 230 VAC / 50 Hz	YES
16	Stav: Nový	Condition: New	YES
17	Doplňkové služby a příslušenství	Additional services and accessories	<p>hodnotící kritérium č. 2 Dodavatel uvede v řádcích 20-22, zda uvedenou službu/příslušenství v rámci své nabídky nabízí či nikoli, dodavatel je oprávněn nabídnout 0 až 3 z níže uvedených možností (tj. dodavatel nemusí nabídnout žádnou z uvedených možností, avšak jejich nabídnutí bude zohledněno v hodnocení nabídek)</p> <p><i>evaluation criterion 2</i> <i>The supplier shall state in lines 20-22 whether or not he offers the specified service / accessory within his offer, the supplier is entitled to offer 0 to 3 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).</i></p> <p>YES, See below (line 20 to 22)</p>
18	Záruka: nejméně 12 měsíců	Warranty: at least 12 months	<p>hodnotící kritérium č. 3 Dodavatel uvede délku záruční lhůty v měsících</p> <p><i>evaluation criterion 3</i> <i>The supplier shall indicate the length of the warranty period in months</i></p> <p>YES, 12 months</p>
19	Školení	Training	<p>hodnotící kritérium č. 4 Dodavatel uvede rozsah nabízeného školení</p> <p><i>evaluation criterion 4</i> <i>The supplier shall indicate the offered extent of the training</i></p> <p>YES, 1 day training either online or onsite at IDQ Geneva HQ</p>
20	▪ Update SW po dobu záruční lhůty	▪ Software Update during the warranty period	součástí nabídky ANO x NE YES
21	▪ Technická asistence do 2 pracovních dnů po telefonu/emailu	▪ Technical assistance within 2 business days by phone/email	součástí nabídky ANO x NE YES
22	▪ Simulátor útočníka	▪ Eavesdropper simulator	součástí nabídky ANO x NE YES