

PURCHASE CONTRACT

concluded pursuant provisions of § 2079 and the subsequent of Act No. 89/2012 Coll., Civil Code
(Czech Republic)

between

Sercalo Microtechnology Ltd.

Registered office: Landstrasse 151, 9494 Schaan
Id. No.: CHE 105361782
Registered in: Principality of Liechtenstein
Represented by: Dr. Cornel Marxer, Chief Executive Officer

(hereinafter referred to as the "Seller")

and

CESNET, association of legal entities

Zikova 1903/4, 160 00 Prague 6, Czech Republic

Id. No.: 63839172

VAT No.: CZ63839172

Registered in: the register of associations (Czech Republic) maintained by the Municipal
Court in Prague, file reference L 58848

Represented by: Ing. Jan Gruntorád, CSc., Director

(hereinafter referred to as the "Purchaser")

I.

Subject of the Contract

The subject of this Contract is an obligation of the Seller to deliver to the Purchaser the goods listed in Annex No. 1, which is an integral part of the Contract, as well as an obligation to transfer the ownership rights towards the delivered goods to the Purchaser, and the obligation of the Purchaser to take over the goods and to pay the agreed purchase price.

II.

Purchase Price

The total agreed purchase price of the goods is **54 000,- USD** and includes all provided services (e.g. warranty etc.) and all shipping costs to the place of performance, i.e. all charges, such as, but not limited to, freight charges, insurance premiums, fees for export, transit, import and other permits, as well as for certifications. The purchase price does not include VAT.

III.

Means of Payment and Payment Conditions

The Purchaser shall pay the purchase price cashless to the bank account of the Seller upon the receipt of the goods on the basis of an invoice, issued by the Seller, which shall contain all the appurtenances of a tax document (e.g. the invoice shall contain the following: invoice designation and number, company and registered office of both the Seller and the Purchaser, quantity of the delivered goods and the date of the goods' delivery, Seller's bank account details, purchase price, invoice maturity). The invoice is due within 30 days from the date of delivery of the invoice to the Purchaser.

IV.

Term, Place and Manner of Performance

- (1) The Seller shall deliver the goods to the registered office of the Purchaser, as given in this Contract. The Seller shall deliver the goods within **12 weeks** from the date of the conclusion of this Contract, at the latest.
- (2) The Seller shall also deliver all necessary documents, which are related to the goods and which are necessary for handing over and usage of the device, together with the goods, to the Purchaser.
- (3) If the Seller fails to deliver the goods and documents in the delivery term, the Purchaser is entitled to terminate this Contract with immediate effect and he shall not be obliged to provide any reasonable additional time period to the Seller in order to fulfil his obligation.
- (4) The Purchaser shall inspect the supplies thoroughly within 30 days after receipt and shall immediately notify the Seller in writing of any apparent deficiencies.

V.

Acquisition of the Ownership and Risk of Damage

- (1) The Purchaser acquires the ownership rights towards the goods upon their taking-over from the Seller (or from a carrier if it is used for delivering the goods); the take-over shall be proved by the date and signature on the delivery note / another written record.
- (2) Transport shall be at the risk of the Seller until delivery to the Purchaser.

VI.

Warranty

- (1) The Seller provides a warranty period for the delivered goods of 24 months and runs from the day of delivery. During this period the Seller undertakes to carry out software upgrades and to repair eventual defects of the goods (devices) free of charge.
- (2) The warranty shall extend and be limited to all defects which occur as a proven result from bad quality material, faulty design or poor workmanship. It is however limited to replacement or repair of defective parts or products or to refunding of the invoice price of non-replaceable products.
- (3) Sercalo can assume no responsibility for modifications or repairs which have not been carried out by Sercalo's personnel or by specialists appointed by Sercalo. The customer loses all claims of warranty if any modifications or repairs have been carried out by people not specifically appointed by Sercalo.
- (4) The right to claim a warranty repair ceases if the defect originated from improper storage or location, unqualified intervention or manipulation, mechanical damage, due to device usage in contradiction to the technical specification of the manufacturer, and all of the above only upon implicit take over of the device by the Purchaser.
- (5) In case it is demonstrated that the defect is not covered by the warranty in the course of repair, the Purchaser shall settle all Seller's costs related to the repair.

VII.

Final Stipulations

- (1) This Contract involves all conditions concerning the delivery of the goods, in accordance with the agreements of the Parties.
- (2) This Contract is governed by the law of the Czech Republic.
- (3) The contracting parties hereby undertake to resolve eventual disputes, which could arise from this Contract, by a mutual agreement. If the contracting parties do not come to an agreement within thirty days from the start of the negotiations, such disputes shall be resolved by the Arbitration Court attached to the Economic Chamber of the Czech Republic and Agricultural Chamber of the Czech Republic in Prague as per its Code by three arbitrators appointed by this

Code. The parties hereby undertake to fulfil all the duties of the arbitration findings within given terms.

- (4) For events not settled by this Contract, the legal relations between the contracting parties shall follow the provisions of Act No. 89/2012 Coll., Civil Code of the Czech Republic.
- (5) This Contract is concluded, i.e. comes into force and effect, upon the date of its signing by the last contracting party.
- (6) Any amendments and additions to this Contract shall be made in writing upon prior agreement of both contracting parties.
- (7) This Contract is made out in two copies, each contracting party shall receive one copy.
- (8) The contracting parties hereby declare that they have read this Contract, they understand its contents and as a witness whereof they include their signatures.

On behalf of the Purchaser

On behalf of the Seller

In Prague on 07 -07- 2015

In Neuchatel on 24.7.2015

Ing. Jan Gruntorád, CSc.
Director


CESNET
zájmové sdružení právnických osob
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Dr. Cornel Marxer
Chief Executive Officer


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Sincere

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Sercalo
MICROTECHNOLOGY LTD

FAX MESSAGE

To: Name: CESNET, Association of Legal Entities
Address: Ondrej.Havlis@cesnet.cz
Date: 13.05.2015 No. of pages: 1

From:

LM2010005 Transparent optical non-blocking switch modules No. 15-894

SERCALO PART NUMBER	Description	Quant	Price USD / Pce
OXC-24x24-9n-SCAPC	MEMS Matrix Switch	2	27'000,-
	• 24 input ports and 24 output ports,		
	• wavelengths of operation at the least 1290-1625nm,		
	• 1.0 db typical insertion loss		
	• 3.5 db insertion loss at worst,		
	• 35 db return loss at the least,		
	• SC / APC connectors,		
	• no cycle based lifetime limit,		
	• RS232 or USB interface		
	5 V supply		
	total price in USD including shipping at destination	TOTAL	54'000

Price is without VAT.

Delivery time: 12 weeks for up to 10 units

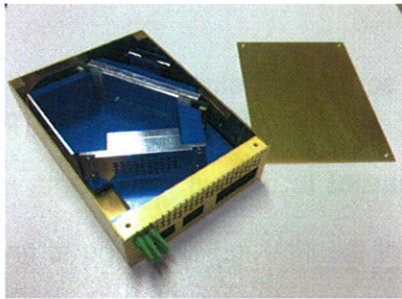
Pricing terms: 30 days net

Warranty: 24 months

Validity: This offer is valid 4 months.

Delivery: DAP (prepaid by sender), Place of delivery =CESNET, Zikova 4, 160 00 Prague 6, Czech Republic

All services and supplies of Sercalo microtechnology ltd. are subject to our Standard Terms and Conditions of Sale that are available upon request, unless otherwise specified in any signed agreement between our companies.



N x M MEMS Optical Cross Connect

OVERVIEW

The **sercalo** *NxM MEMS Optical Cross Connects (OXC)* series are all optical switch solutions for demanding applications in fiber optic instrumentation or communication. The instrument can switch from any of up to 24 input fibers to any of up to 24 output fibers, independently of dataformat, wavelength or optical power.

The optical connections are set by a 3D MEMS switch network, where micromachined silicon mirrors redirect light from the specified input port to the selected output port. The use of MEMS technology offers solid state reliability together with long term stability and robustness for stable operation.

Our OEM version can easily be inserted in your optical network product. Over a RS232 or USB interface the individual ports can be addressed.

APPLICATIONS

- Optical Network Switching
- Fiber Optic Cross Connect
- Fiber Optic Test and Measurement
- Data Center Optical Switching

FEATURES

- Low Insertion Loss
- Non-Blocking
- Fully Bi-Directional
- Single Mode Fiber
- Standard Port Counts
 - 16 x 16
 - 24 x 24
- Custom Port Count NxM

Contact:

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<http://www.sercalo.com> e-mail: info@sercalo.com

DESCRIPTION

The Optical Cross Connect is built using Sercalo's Telcordia qualified MEMS technology, which achieves superior reliability and repeatability when compared to traditional mechanical solutions.

The switch is **fully bi-directional** and **transparent** to the full wavelength range of the installed fiber.

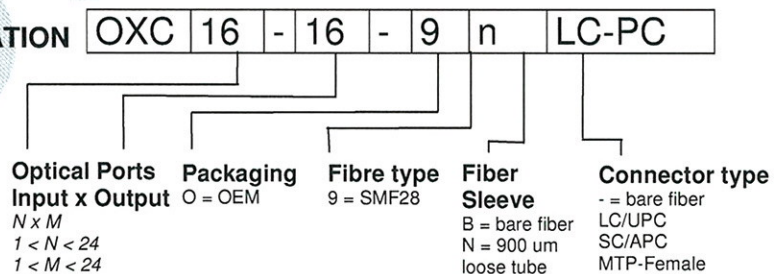
The switch architecture is **non blocking**: Any of the input ports can go to any of the free output ports.

TECHNICAL SPECIFICATIONS

	Unit	Min	Typ	Max
Switch				
Wavelength Range	nm	1240	1550	1650
Insertion Loss ¹	dB	0.5	1.0	3.5
Return Loss	dB			35
Cross Talk	dB			60
Polarisation Dependent Loss	dB		0.1	0.25
Response Time	ms		<30	
Fiber Pigtail	µm		SMF 28	
Durability	cycles		no wear out	
Maximum Optical Power	dBm		21	
Package				
Power Supply Voltage	V		5.0 V DC	
Power Consumption	W		1.2	5
Control interface			USB and RS232	
Operation Temperature	°C	15	20	25
Storage Temperature	°C	-40		80
Size (W x H x L) (24x24)	mm		130x95x35	

¹ without connectors

ORDERING INFORMATION



Sercalo