

Authorization Agreement – Indirect (US)

Market Segment: Education and Enterprise

This authorization agreement is between SMART Technologies Corporation (“**SMART**”) and the entity accepting this agreement (“**Reseller**”) and is effective as of the authorization date noted in your authorization approval letter from SMART (the “**Effective Date**”).

Reseller has applied to be an authorized reseller of SMART products for the Education and Enterprise market segments (“**Product(s)**”) and has agreed to the terms and conditions of this authorization agreement. SMART has agreed to authorize the Reseller to sell SMART products in a limited territory and pursuant to the terms of this authorization agreement.

The parties therefore agree as follows:

- 1. Territory.** The territory in which Reseller is authorized to sell SMART Products, and the market segments and end users such products may be sold to, are set out from time-to-time in the Reseller Territory List applicable to Reseller located on the Portal. SMART may update this list by adding or removing territories or end users in its sole discretion with such amendments effective 30 days after they are made. Reseller agrees that it will not sell SMART products outside the Territory or to unauthorized users.
- 2. Market Segments.** SMART Products are differentiated between education and enterprise, as indicated on SMART’s standard price lists. Education Products are intended for sale to primary and secondary institutions (i.e. K-12), higher education institutions, and government entities only. Enterprise Products are intended for sale to businesses, higher education institutions, and government entities. Reseller is only authorized to sell Product to the market segment specified by this agreement.
- 3. Term.** This agreement is effective as of the Effective Date until it is terminated by either party.
- 4. Appointment.** SMART appoints Reseller as an authorized reseller of Products in the designated Territory and Reseller accepts such appointment. Such appointment is non-exclusive and SMART may appoint other distributors or resellers, or promote, market and sell Products directly, in the Territory.
- 5. Purchase of Product.** The Reseller will only purchase SMART products through an official SMART authorized distributor in the Territory. A list of authorized distributors for the Territory is available from SMART from time-to-time.
- 6. Authorization and Termination.** SMART may review from time-to-time the Reseller’s authorization. SMART reserves the right to terminate Reseller’s authorization with or without cause (i.e. for convenience) at any time without notice, in which case this agreement shall terminate. In the event of such termination SMART shall have no liability or further obligation to Reseller. Reseller may terminate this agreement at any time by providing written notice to SMART. SMART may periodically terminate the authorization of resellers who have limited active sales.
- 7. Minimum Advertised Price Policy.** Reseller shall set its own resale prices, but any advertising by Reseller shall be in accordance with SMART’s minimum advertised price policy, if any, as revised from time to time, which shall be posted on the Portal.

8. **Reseller Partner Program.** Reseller may be eligible to participate in SMART's Reseller Partner Program for authorized resellers as amended from time-to-time. A copy of the current Reseller Partner Program is available on the Portal.
9. **Reseller Portal.** SMART will maintain a website portal (the "Portal") with information on programs, pricing, Products, guidelines, and other materials. Reseller will be provided with access to the Portal, subject to the Portal's standard terms of use (which will include, among other customary terms, the requirement to treat the log-on information as confidential).
10. **Alteration of Marks and Logos.** Reseller shall not remove, alter, cover or obfuscate any Product name, logo, copyright notice, mark, brand, serial or patent number, patent pending notice, and other proprietary rights notices placed by SMART or SMART's affiliates on a Product.
11. **Logo and Badge Use.** Use of logos or badges provided by SMART is subject to such terms as may be found in the SMART Resource Library, available on the Source Partner Portal. Reseller shall have no rights to such logos or badges except those explicitly set out in connection with sale of SMART products in the Territory.
12. **INSTALLATION AND INDEMNIFICATION.** Where Reseller provides or offers installation services to customers, directly or through an agent, Reseller is required to install products in accordance with all guidance, appropriate safety precautions and industry best practices. **RESELLER SHALL DEFEND, INDEMNIFY AND HOLD SMART AND ITS AFFILIATES, AND ITS AND THEIR DIRECTORS, OFFICERS, AGENTS, REPRESENTATIVES, SUPPLIERS AND EMPLOYEES, HARMLESS FROM ANY LOSS, LIABILITY, DAMAGE, COST OR EXPENSE (INCLUDING ATTORNEYS FEES AND EXPENSES) ARISING OUT OF A THIRD PARTY CLAIM THAT SMART PRODUCT WAS INSTALLED INCORRECTLY BY RESELLER OR ITS AFFILIATES OR AGENTS.**
13. **Provision of End User or Customer Information.** In the event that Reseller provides end user or customer information to SMART or to an authorized distributor, as part of an order or otherwise, the Reseller is responsible for ensuring legally required consents are obtained from end users or customers for the provision of such information.
14. **Anti-Bribery and Human-trafficking.** Both parties represent and warrant that they have a zero-tolerance approach to slavery and human-trafficking and that they shall comply with all applicable anti-bribery laws.
15. **Reseller Warranties.** Reseller warrants that: (a) it has sufficient rights and authorizations to enter this agreement and entering into this agreement and complying with its terms will not breach any other agreement to which it is a party; and (b) it shall discharge its obligations under this agreement in a manner consistent with best practices in the industry.
16. **WARRANTY AND LIMITATION OF LIABILITY. SMART MAKES NO WARRANTY OR REPRESENTATION TO RESELLER OR ANY THIRD PARTIES CONCERNING THE SPECIFICATIONS OR OPERATION OF ANY SMART PRODUCTS. SMART'S AGGREGATE LIABILITY TO RESELLER RELATING TO THE USE, DISTRIBUTION OR SALE OF A PRODUCT, OR OTHERWISE ARISING OUT OF THIS AGREEMENT, SHALL NOT EXCEED: (A) THE AMOUNT PAID BY RESELLER FOR THE PRODUCT AT ISSUE; OR (B) IF THE LIABILITY DOES NOT RELATE TO A SPECIFIC PRODUCT, \$10,000 US.**
17. **Relationship of Parties.** Reseller is an independent contractor and this agreement shall not be construed to create any partnership, joint venture, franchise or agency between the parties.
18. **No Waiver.** Failure by a party to require the performance of any term of this agreement or the waiver of any breach under this agreement shall not prevent a subsequent enforcement of such term, nor be deemed a waiver of any such subsequent breach.
19. **Confidentiality.** The terms of this agreement are confidential and may not be disclosed to any third party.

- 20. Governing Law and Dispute Resolution.** This agreement shall be governed by, and interpreted in accordance with, the laws of the State of Delaware. Any action arising out of a dispute between the parties shall be brought in New Castle County, Delaware and each party consents to the jurisdiction of the Federal and State courts located in New Castle County, Delaware, and submits to the jurisdiction thereof and waives the right to change the venue.
- 21. Severability, No Waiver, Survival and Execution.** If any term or provision of this agreement shall to any extent be found to be invalid, void or unenforceable, the remaining terms and conditions shall nevertheless continue in full force and effect. Failure by a party to require the performance of any term of this agreement or the waiver of any breach under this agreement shall not prevent a subsequent enforcement of such term, nor be deemed a waiver of any such subsequent breach. The provisions of sections 12, 16 and 20 shall survive termination of this agreement. The parties agree that execution of this agreement may be definitively completed through the use of SMART's authorization portal and that click-through consent to these terms shall be deemed valid execution and acceptance of this agreement.