



# Oklahoma State Regents for Higher Education

655 Research Parkway, Suite 200  
Oklahoma City, OK 73104

Liza Hanke, Director of Purchasing  
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## SMART Technologies Corp.

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**Contract Title:** SMART Technologies Corp.  
**Contract Number:** C1101  
**Contract Term:** October 15, 2010 through October 14, 2015  
**Contract Period:** October 15, 2010 through October 14, 2011  
**Website Addresses:** OneNet: [www.onenet.net/ops/contract.html](http://www.onenet.net/ops/contract.html)

**Authorized Customers:** All state entities identified as counties, school districts, municipalities, vocational-technical schools, institutions within the Oklahoma State System for Higher Education, other state agencies and any entity eligible for direct connection to OneNet under its Client Connection Policy located as [www.onenet.net/clientservices/category1/sub2/clientconnecpolicy.htm](http://www.onenet.net/clientservices/category1/sub2/clientconnecpolicy.htm).

**Contract Priority:** This is a noncompetitive contract with established education and government discounts. Prior to issuing any orders against this contract, end user customers should ensure that they have followed their appropriate internal purchasing procedures, including any required documentation of a market value comparison or a competitive process leading to the selection of this particular vendor.

**Contract Terms and Conditions:** All end users agree to abide by the terms and conditions outlined in the attached agreement and agreed to by the Oklahoma State Regents for Higher Education.

**Contract Pricing:** A fixed discount scheduled is attached hereto as Exhibit A.

**Shipping:** F.O.B. Destination

**Contract Performance:** Contract performance will be monitored and any infractions of the Contract by Manufacturer, Customers or Resellers shall be reported to the Director of Purchasing for the Oklahoma State Regents for Higher Education.

**Contract Administrator:**

**SMART Technologies Corp.**  
**FEI#:** 880411936  
**Attn:** Kristan Bain

**Tele:** 403.407.5506  
**Fax:** 403.407.4895  
**Email:** kristanbain@smarttech.com

**Authorized Reseller Contact Information:**

**MicroAge College Station**  
**FEI#:** 74-2511528  
**Attn:** John Crockett

**Tele:** 800.946.9727  
**Fax:** 979.268.1017  
**Email:** sales@MicroAgeCS.com

**J.L Hein Service, INC.**  
**DBA Video Reality**  
**FEI#:** 73-1430203  
**Attn:** Jim Hein

**Tele:** 405.721.3764  
**Fax:** 405.722.6409  
**Email:** jlhein@video-reality.com

**OKLAHOMA STATE  
REGENTS FOR HIGHER EDUCATION**

**SMART Technologies Corp.**

This Contract, for the acquisition of SMART Technology Products is entered into by and between SMART Technologies Corp, located at Washington Sales Office, 1655 North Fort Myer Drive, Suite 1120, Arlington, VA 22209, USA and the Oklahoma State Regents for Higher Education located at 655 Research Parkway, Suite 200, Oklahoma City, OK 73104 (“OSRHE”).

- 1. Contract and Term.** This Contract sets forth the terms and conditions under which SMART Technologies Corp will sell to Customer SMART Technology Products as listed on Exhibit A, attached hereto. Terms used in this Contract shall have the meanings set forth below in Section 2, Definitions. This Contract is available for use by all Customers.

The term of this Contract shall be one (1) year commencing on the date of approval by both parties with four (4) one-year renewal options with written approval of the parties. Upon termination of this Contract, all rights and obligations set forth herein shall survive in accordance with their terms as to procurements made by Customers prior to such termination.

- 2. Definitions.** Terms used in this Contract shall have the following meanings:
- A.** *Customer* – means the entity who, for the purposes of this Contract, is a purchaser or licensee of computer products who acquires such products for its own internal use rather than for distribution or resale. “Customer” means all state entities identified as counties, school districts, municipalities, vocational-technical schools, institutions within the state system, other state agencies, and any entity eligible for direct connection to OneNet under its Client Connection policy.
  - B.** *Manufacturer* – SMART Technologies Corp.
  - C.** *Manufacturer Contract Administrator* – the individual as appointed by the Manufacturer to administer this Contract on behalf of the Manufacturer.
  - D.** *OSRHE* – the Oklahoma State Regents for Higher Education.
  - E.** *Purchase Order* – The Customer’s fiscal form or format, which is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, Electronic Purchase Order or other authorized instrument).
  - F.** *Reseller* – distributor, dealer or value-added reseller designated by the Manufacturer who participates as a primary distribution source for the Manufacturer.

G. *State Contract Administrator* – the individual as appointed by the OSRHE to administer this Contract on behalf of the OSRHE and the Customers.

3. **Entire Agreement and Order of Precedence.** This Contract; Exhibit A; and Exhibit B shall constitute the entire agreement between the parties hereto and shall supersede any and all other agreements between the parties relating to the subject matter hereof. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Exhibit A, then Exhibit B. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein, shall be binding or valid. This Contract shall not be changed, modified or altered in any manner except by an instrument in writing (a non-preprinted agreement clearly understood by both parties to be an amendment or waiver) executed by authorized representatives of both parties hereto.

The terms and conditions set forth herein shall govern all transactions by Customers under this Contract. Customers shall not have the authority to modify the terms of this Contract, except as to receive better terms or pricing for a particular procurement than those set forth herein. In such event, the Manufacturer shall furnish a copy of such better offerings to the OSRHE upon request. No additional term or condition of a Purchase Order issued by a Customer can weaken or strengthen or otherwise materially amend a term or condition of this Contract. In the event of a conflict between a Customer's Purchase Order and this Contract, the Contract term shall control.

4. **Product and Service Offerings.** Products available under this Contract are set forth as any SMART Products and Software manufactured, supplied or produced by Manufacturer. Services include any value-added service offered by the Manufacturer that the Manufacturer and/or its Resellers may perform as related to Products available under this Contract.

A. Products. Manufacturer shall maintain a product list including pricing, product descriptions and product specifications for all products offered under this Contract. The product list may be updated at any time, by mutual written agreement, during the term of this Contract to incorporate product model changes or product upgrades, addition of new products and removal of obsolete or discontinued products. Notwithstanding the foregoing, the OSRHE acknowledges that Manufacturer may unilaterally delete any products from the product list at any time if such product has been discontinued by the Manufacturer for any reason.

B. Services. Examples of services include, but are not limited to: warranty, support services, professional services, installation and product training. Reseller must sell SMART branded maintenance and support services. Manufacturer offers various maintenance and service programs which will be sold by authorized resellers. This agreement applies to only Manufacturer's services and will not apply to any third party or reseller service programs.

- C. Manufacturer shall maintain a list including pricing and descriptions for all services offered under this Contract. The services lists may be updated at any time, by mutual written agreement, during the term of this Contract to incorporate changes to the service offerings. Support service offerings available are further defined in Exhibit A and when required Exhibit B, attached hereto.
  - D. All of the Manufacturer's products have warranties that are included with the product when delivered. Warranty service and maintenance is provided by Resellers or by the factory as described in Section 4 B and Section 6 of this contract.
5. **Contract Administration.** The OSRHE and the Manufacturer will each provide a Contract Administrator to support this Contract. Information regarding the Contract Administrators will be posted on the OneNet website designated for this Contract.
- A. OSRHE Contract Administrator. The OSRHE will provide a Contract Administrator whose duties will include, but not be limited to: (i) management of this Contract, (ii) advising of Manufacturer's performance under the terms and conditions of this Contract and (iii) periodic verification of product pricing and quarterly reports submitted by the Manufacturer.
  - B. Manufacturer Contract Administrator. The Manufacturer Contract Administrator shall provide a dedicated Contract Administrator whose duties shall include, but not be limited to: (i) supporting the marketing and management of this Contract, (ii) facilitating dispute resolution between the Manufacturer and a Customer, and (iii) advising the OSRHE of the Manufacturer's performance and status. The OSRHE may reserve the right to request a change in the Manufacturer's then-current Contract Administrator if the administrator is not, in the opinion of the OSRHE, adequately serving the needs of the State; which request the Manufacturer will reasonably consider after giving due regard to all the circumstances.
6. **Use of Resellers.** Manufacturer shall provide service, sales and support resources to serve Customers at multiple geographic purchasing locations throughout the State of Oklahoma. The OSRHE agrees to permit Manufacturer to utilize designated Resellers so that sufficient resources are available to insure maximum service capability throughout the State. Such participation is subject to the following conditions:
- A. Designation of Resellers. Manufacturer shall designate Resellers to participate under this Contract, without the approval of the OSRHE. At any time, the OSRHE reserves the right to rescind any such participation or request that Manufacturer name additional Resellers should the OSRHE determine it is in the best interest of the State.

Manufacturer shall have the right to qualify Resellers and their participation as fulfillment agents under this product line, contracting program (i.e.,

government/educational sales), geographic region, size/sales volume, technical training or other criteria, provided that: (i) such criteria are uniformly applied to all potential Resellers based upon Manufacturer's established, neutrally applied commercial/governmental program criteria, and not to a particular procurement; and (ii) all general categories of criteria are fully covered by participating Resellers to meet the needs of customers.

All Resellers who have been approved by the Manufacturer in accordance with the foregoing paragraph shall be eligible to quote lower pricing for procurements under this Contract which meet their qualifying criteria. Manufacturer warrants and represents that it shall not, directly or indirectly, by agreement, communication or any other means restrict any Reseller's participation or ability to quote a particular order; or prohibit Reseller from participating in other procurement opportunities offered through the OSRHE.

- B. Changes in Reseller List. Manufacturer may add and/or delete Resellers throughout the terms of the Contract. However, the participating Resellers must geographically provide adequate coverage to the entire State.
- C. Conditions of Reseller Participation. All participating Resellers must meet applicable OSRHE's qualifying requirements.
- D. Responsibility for Reseller Performance and Reporting. Manufacturer shall be fully liable for Resellers performance and compliance with all Contract terms and conditions herein. Manufacturer shall be responsible for reporting all products and services purchased through resellers in accordance with Section 14, Reporting and Administrative Fees.
- E. Available Products and Services. Products and services ordered directly through Resellers shall be limited to products and services previously approved for inclusion under this Contract in Section 4, Products and Services Offerings, and shall be subject to all terms and conditions of this Contract as a condition of Reseller participation.

## 7. Pricing.

- A. Price Reduction. Price decreases shall take effect automatically during the contract term where:
  - (i) *List Price is Reduced.* The Manufacturer lowers its pricing for Product and/or services to its customers during the Contract term. In such case, the Manufacturer shall lower Contract pricing in accordance with the established pricing structure as outlined in Exhibit A; or
  - (ii) *Special Offers/Promotions to Authorized Users Under/Outside of Contract.* The Manufacturer may offer Customers, under either the Contract or any other

contracting vehicle, competitive pricing which is lower than the rates set forth herein at any time during the Contract term and such lower rates shall not be applied as a global price reduction under the Contract pursuant to the foregoing paragraph.

- B. Customer Discount. Based on a quantity of one (1), the Customer Discount for all core products will conform to the pricing outline set forth in Exhibit A, attached hereto. Customer may negotiate more advantageous pricing for large volume or project purchases with the Manufacturer.
- C. Shipping and Handling Fees. The price to the Customer under this Contract and/or on the Purchase Order shall include all shipping and handling fees. Shipments shall be F.O.B. Customer's destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited delivery, the Customer will be responsible for any charges for expedited delivery.
- D. Tax-Exempt. Customers and the OSRHE are exempt from all federal and state sales tax.
- E. Changes to Prices. The Manufacturer may change the price of any product or service at any time, by mutual written agreement, but discount levels shall remain consistent with the discount levels specified in Exhibit A. Price decreases shall take effect automatically during this Contract term and the Manufacturer shall pass all price decreases on to the Customer.

The Manufacturer may make product model changes and add new products or product upgrades at any time and the pricing for the same shall incorporate comparable price discount levels as specified in Exhibit A or as mutually agreed upon in writing by authorized representatives of the parties at the time of the proposed changes or additions.

8. **Order Processing and Payments**. All Customer Purchase Orders will be placed directly with the participating Resellers.. Accurate Purchase Orders shall be effective and binding upon the Reseller's acceptance of the Purchase Order prior to the termination of the Contract period. Such acceptance shall not be unreasonably withheld.

The Reseller shall submit invoices directly to the Customer. All payments for products and/or services purchased under this Contract and any provision of acceptance of such products and/or services are made to the Reseller by the Customer. Payment terms shall be net forty-five (45) days from date of accurate invoice.

Invoices shall be timely and accurate. Each invoice shall match Customer's Purchase Order and include any written changes that may apply, as it relates to products, prices and quantities. Invoices shall include the Customer's Purchase Order number or other pertinent information for verification of receipt of the order by the Customer.

Partial payment under this Contract shall not foreclose the right to recover wrongful payments.

9. **Internet Access to Contract.** Access by Customers to Contract terms and pricing information shall be made available and posted on the OneNet website, [www.onenet.net](http://www.onenet.net).
- A. Accurate and Timely Contract Information. If the Manufacturer posts this Contract on its website, Manufacturer warrants and represents that Contract and related information will be accurately and completely posted, maintained and displayed in an objective and timely manner which renders it clearly distinguishable from other, non-Contract offerings at Manufacturer's website. Manufacturer shall reconcile errors or inaccuracies in such information, or from any failure to maintain or timely post Contract information in accordance with this paragraph.
- B. Price Data Retention and Audit. Periodic audits of the information posted for this Contract on Manufacturer's website may be conducted by the OSRHE.
- C. Use of Access Data Prohibited. If the Manufacturer stores, collects or maintains data electronically as a condition of accessing State Contract information, such data shall only be used internally by the Manufacturer for the purpose of implementing or marketing the Contract, and shall not be disseminated to third parties or used for other marketing purposes. This Contract constitutes a public document under the laws of the State and the Manufacturer shall not restrict access to the Contract terms and conditions, including pricing, i.e., through use of restrictive technology or passwords.
10. **Notices.** All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to this Contract shall be in writing and shall be valid on (i) the date of delivery if delivered by email, facsimile transmission, mailed by registered certified mail or hand delivered, or (ii) three business days after being mailed via United States Postal Service. The parties may from time to time specify any address in the United States or Canada as its address for purpose of notices under this Contract by giving fifteen (15) days written notice to the other party.

If sent to the State:

Oklahoma State Regents for Higher Education  
Attn: Director of Purchasing  
655 Research Parkway, Suite 200  
Oklahoma City, OK 73104

If sent to the Manufacturer:

SMART Technologies  
Attn: Kristan Bain  
3636 Research Road NW  
Calgary, Alberta, Canada T2L 1Y1

11. **Handling of Written Complaints.** In addition to other remedies contained in this Contract, a person contracting with the OSRHE may direct their written complaints to the following office:

Director of Purchasing  
Oklahoma State Regents for Higher Education  
655 Research Parkway, Suite 200  
Oklahoma City, OK 73104  
Phone: 405-225-9206  
Fax: 405-225-9230  
Email: [ghanke@osrhe.edu](mailto:ghanke@osrhe.edu)

12. **Reporting and Administrative Fees.** The Manufacturer shall be responsible for reporting all products and services purchased through Resellers under this Contract. The OSRHE will have the right to verify required reports and to take any actions necessary to enforce its rights under this paragraph, including but not limited to, audit of the Manufacturer's books applicable to this Contract at such time and on such notice to the Manufacturer as is reasonable.

- A. **Detailed Quarterly Report.** The Manufacturer shall electronically provide the OSRHE with a detailed quarterly report in the format required by the OSRHE showing the dollar volume of any and all sales under this Contract for the previous quarter. Reports are due on the twenty-fifth (25<sup>th</sup>) day following the close of the previous quarter. It is the responsibility of the Manufacturer to collect and compile all sales under this Contract from participating Resellers and submit one (1) quarterly report. The quarterly report shall include the participating individual Reseller's company name, Reseller's sales for the period, the name of each Customer, order date, ship date, quantity, unit price, extended price, product part number, Customer Purchase Order number and other information as required by the OSRHE.
- B. **OSRHE Office Administrative Fee.** All prices quoted to Customers shall include an administrative fee to accommodate costs and overhead associated with the maintenance of this Contract. This fee is incorporated into the price paid by the Customers to the Manufacturer.

Manufacturer shall remit to the OSRHE Office, no later than the thirtieth (30<sup>th</sup>) day following the close of the previous quarter, an administration fee equal to two percent (2%) based on the dollar value of all sales to Customers pursuant to this Contract. The administrative fee shall be calculated for all sales, net of returns and credits. For example, administrative fee for sales totaling \$100,000 X .02 = \$2,000.

The OSRHE may reduce this fee during the term of this Contract, upon written notice to the Manufacturer. Any change in the administrative fee shall be incorporated in the price to the Customer.

13. **Captions.** The captions contained in this Contract are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.
14. **Choice of Law and Venue.** The laws of the State of Oklahoma shall govern the construction and interpretation of this Contract, and venue in any action to enforce the Contract shall be in Oklahoma County, Oklahoma. Nothing herein shall be construed to waive the State's sovereign immunity.
15. **Termination.**
  - A. Termination for Convenience. The OSRHE may terminate this Contract, at will, at any time, with or without cause, by written notice to the Manufacturer given not less than thirty (30) days prior to the effective date of such notice. After the first six months, the Manufacturer may terminate this Contract with 30 days' written notice to the OSRHE. In no event shall either party be liable for termination of this Contract pursuant to this Subsection.
  - B. Termination for Cause. Either party shall have the right to terminate this Contract for cause if the other party:
    - (i) Fails to perform any material term or condition of this Contract, and does not remedy the failure within thirty (30) days after receipt of written notice of such default given by the non-defaulting party; or
    - (ii) Becomes insolvent, files or has filed against it a petition under applicable bankruptcy or insolvency laws, proposes any dissolution, composition or financial reorganization with creditors, makes an assignment for the benefit of creditors, or if a receiver, trustee, custodian or similar agent is appointed or takes possession with respect to any property or business of the defaulting party.
  - C. Obligations upon Termination or Expiration. The termination or expiration of this Contract shall in no way relieve either party from its obligations to pay the other party any sums accrued hereunder prior to such termination or expiration or affect the limitation of liability.
16. **Limitation of Liability.** The parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. The OSRHE or Customers shall be responsible for the acts and omissions to act of their officers and employees while acting within the scope of their employment according to the Governmental Tort Claims Act, 51 O.S., § 151, *et seq.* The Manufacturer shall be responsible for any damages or personal

injury solely caused by the negligent acts or omissions to act by its officers, employees or agents. The Manufacturer agrees to indemnify and hold harmless the OSRHE and the Customer of any claims, demands and liabilities resulting from any act or omission to act on the part of the Manufacturer and/or its agents, servants and employees in the performance of this Contract. The OSRHE and/or the Customer shall promptly notify the Manufacturer of any such claims. In no event shall the aggregate liability of the Manufacturer under this Contract exceed US two million dollars (\$2,000,000.00); provided; however, to the extent any limitation of liability contained herein is construed by a court of competent jurisdiction to be a limitation of liability in violation of Oklahoma law, such limitation of liability shall be void.

17. **Oklahoma Open Records Act.** Customers are governmental entities of the State of Oklahoma, by virtue of which they are subject to the Oklahoma Open Records Act (“ORA”), codified at 51 O.S., § 24.A.1, *et seq.* The parties agree that any provision of this Contract which conflicts with the ORA is ineffective. The Customers do undertake to protect proprietary information provided by the Manufacturer to the full extent permitted by the ORA.
18. **Electronic and Information Technology Accessibility.** Products offered under this Contract shall be accessible to persons with disabilities and be fully compliant with the technical standards and functional performance criteria of Section 508 of the Workforce Investment Act of 1998, any other applicable federal law and the provisions of 62 O.S., § 41.5t.2, and any implementing regulations.

The Manufacturer shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the products offered under this Contract from any claim arising out of the Manufacturer’s failure to comply with the aforementioned requirements.

The Manufacturer shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the products offered under this Contract by means of either completing a Voluntary Product Accessibility Template (“VPAT”) or other comparable document.
19. **Laws and Regulations.** All applicable state and federal laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over the project shall apply to this Contract throughout and they will be deemed to be included in this Contract the same as though written out in full herein.
20. **Equal Opportunity Employer.** The Manufacturer must maintain the status of an Equal Opportunity Employer, a provider of services and/or assistance, and in compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended, and Executive Orders 11246 and 11375.

21. **Americans with Disabilities Act.** The Manufacturer must comply with the Americans with Disabilities Act of 1990 (Public Law 101-336) and all amendments and requirements imposed by the regulations issued pursuant to this Act.
22. **Employment Status Verification System.** The Manufacturer hereby certifies that it is registered with and participates in a Status Verification System, as defined in 25 O.S. § 1312, to verify the work eligibility status of all new employees. The Manufacturer further certifies that all subcontractors approved to perform work under this Contract and which have employees are also registered with and participate in a Status Verification System. The Manufacturer and all approved subcontractors shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of this Contract.
23. **Federal, State and Local Taxes, Licenses and Permits.** The Manufacturer shall comply with all applicable laws and regulations on taxes, licenses and permits.
24. **Insurance Requirements.** The Manufacturer shall maintain the following insurance for the protection of itself and its officers, employees, agents, while carrying out its service responsibilities, under the provisions of this Contract:
  - A. Workers' Compensation and Employer's Liability Insurance
  - B. Commercial General Liability Insurance with a minimum combined single limit of \$1,000,000 for bodily injury and property damage and \$2,000,000 General Aggregate for bodily injury and property damage liability
  - C. Comprehensive Automobile Liability Insurance with a minimum combined single limit of \$1,000,000 for bodily injury and property damage. Coverage will apply to non-owned and hired vehicles

The Manufacturer shall provide the OSRHE or Customer with a Certificate of Insurance upon request and shall endeavor to provide the OSRHE or Customer written notification of any cancellation or termination of the above policies.

25. **Liens.** The Manufacturer shall keep the OSRHE free and clear from all liens asserted by any person or firm for any reason arising from the furnishing of services or materials by or to the Manufacturer.
26. **Force Majeure.** Neither party shall be liable to the other for any alleged loss or damages resulting from the delivery or warranty of the Products, or performance of Services being delayed by acts of the OSRHE or Customer, acts of civil or military authority, governmental priorities, fire, floods, earthquakes, epidemics, quarantine, energy crises, strikes, labor trouble, terrorism, war, riots, accidents, shortages, delays in transportation, or any other causes beyond the reasonable control of the Manufacturer.

27. **Survival.** The sections of this Contract which by their essential purpose shall survive any expiration or termination, will survive such expiration or termination.
28. **Waiver.** A waiver by either party of any default, or of any of the terms and conditions of this Contract shall not be deemed to be a waiver of any other default or of any other term or condition. Either party's exercise of any right or remedy provided in this Contract shall be without prejudice to its right to exercise any other right or remedy.
29. **Severability.** In the event any provision of this Contract shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the obligations of the parties shall remain in full force and effect and the rights of the parties shall not in any way be affected or impaired thereby.
30. **Assignment.** This Contract and the licenses granted hereunder are personal to the OSRHE or Customer. No party shall assign, sublicense or transfer this Contract or any of the licenses without prior written approval of the other applicable party, such approval shall not be unreasonably withheld. Any attempt to assign without prior written approval will be void.
31. **Independent Contractors.** Both parties are acting solely as independent contractors and not as an agent of the other party. Consultants and independent contractors furnished by the respective parties shall be solely the employees or agents of such parties, respectively, and shall be under the sole and exclusive direction and control of such parties. They shall not be considered employees of the other party for any purpose.
32. **Non-Exclusivity.** For the duration of the contractual agreement, the OSRHE will retain the right to utilize the services of other vendors, including in-house resources, for projects not assigned to the Manufacturer.
33. **Access to Records.** Manufacturer shall maintain all fiscal records and any other records relating to this Contract in such a manner as to clearly document the Manufacturer's performance hereunder. On reasonable notice, the OSRHE or any of its duly authorized representatives shall have access to any books, documents, papers and records of the Manufacturer which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

**IN WITNESS WHEREOF**, the authorized representatives of the parties therefore hereby execute their mutual agreement to the terms of this Contract. This Contract shall be executed and shall be a binding Contract between the parties.

SIGNATURES ON FOLLOWING PAGE

SMART Technologies Corp.

By: [Signature]

Name: Drew Fitch

Title: CFO, VP Finance

Date: Nov 2/10

Oklahoma State Regents for Higher Education

By: Nancy E Connally

Name: Nancy E. Connally

Title: Interim Vice Chancellor, IT and Telecomm.

Date: 11-5-10

Approved  
As To Form  
Initials [Signature]