

SMART Technologies ULC

Software End User License Agreement for

SMART Notebook™ Collaborative Learning Software 2013

and Related SMART Software

Last Revised: September 23, 2013

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End Users who are teachers may further use the Computing Device at home (or in other locations outside of the School,) provided such use is for class preparation purposes, provided the activation limit of four (4) computing Devices is not exceeded.

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- (ii) in the event SMART Notebook Student Edition Software is installed on a SMART USB, End User may Use the Software on any Computing Device, provided always that the Computing Device is not attached or connected (including wirelessly) to an Interactive Display Device Actively Using the Software without the associated license for such Software Use.

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- (ii) End Users can access the SMART Response VE Interactive Response System web application on a reasonable number of Computing Devices as are associated with the Instructor Devices (referred to in section 2.2(f)(i) above) by way of an assessment ID provided by the Instructor Device and a student ID provided from the Licensee Organization.
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- (iv) For the duration of the valid subscription period, End User shall be entitled to access and Use the most current version of this web application. For the duration of the valid subscription period, the Instructor Devices licenses for SMART Response VE software shall be entitled to Maintenance for the Software. Data collected Using the Software shall be subject to the terms of Section 2.3(l) below.

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- (iii) Data collected Using the Software shall be subject to the terms of Section 2.3(l) below. Licensee Organization acknowledges that SMART shall not receive or be responsible to maintain records of any such Data.
- (iv) One year of Maintenance is included as part of the Software license fee. The year is calculated commencing on the date of purchase of the Software. Ongoing Maintenance beyond the initial one year term may be separately purchased and shall be subject to the terms of any applicable Maintenance agreement provided by SMART. In the event an extension to the Maintenance term is not obtained prior to the expiry of the Maintenance term then in effect, End User must bring Maintenance fees in arrears up to date to qualify for ongoing Maintenance or may purchase an upgrade for the applicable license (with the associated Maintenance fee, if applicable).
- (v) Licensee Organization shall be responsible for hosting the server, and related uptime, maintenance and accessibility for the SMART Response VE Local mode server, domain name, and related site.
- (vi) End Users accessing the SMART Response VE Local mode Interactive Response System web application must have intranet connectivity and a web browser to access the application.

(h) For **SMART Notebook Math Tools Software**:

Based on the specified number of Computing Devices licensed, each license allows the End User to Use the Software on a single Computing Device. End User must accept the terms of this License for each install of the Software on any separate Computing Device. In order for the Software to function properly, End User must have a compatible version of SMART Notebook software for Use on such Computing Device, which Use shall be subject to all license terms set out in Section 2.2 (a) above.

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Based on the number of Instructor Devices and the associated Student Devices licensed for the applicable Classroom, End Users may Use:

- (1) the teacher install version of the Software on such number of Computing Devices intended for instructors consistent with the number of Instructor Devices licensed, and
- (2) the student install version of the Software on such number of Computing Devices intended for students consistent with the number of Student Devices licensed for that Classroom.

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For each SMART Document Camera obtained by the Licensee Organization, End User may install and Use the Software such Computing Devices as are required while the Software is in Use on the associated Licensed Product. In order for the Software to function properly, End User must have a valid license of a compatible version of SMART Notebook software for Use on each such Computing Device, which Use shall be subject to all license terms set out in Section 2.2 (a) above. For each Licensed Product, one SMART Notebook Software License is provided for use on such Computing Device. Such Use shall be subject to all license terms set out in Section 2.2 (a) (i) above. Each installation of SMART Document Camera Mixed Reality Tools includes SMART Notebook 3D Tools software.

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(ii) **SMART Notebook Student Edition Software – SMART Classroom Suite Installation:**

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(iv) **SMART Sync Software - SMART Classroom Suite Installation:**

Based on the number of Instructor Devices and the associated Student Devices licensed for the applicable Classroom, End Users may Use:

- i) the teacher install version of the Software on such number of Computing Devices intended for instructors consistent with the number of Instructor Devices licensed, and

- ii) the student install version of the Software on such number of Computing Devices intended for students consistent with the number of Student Devices licensed for that Classroom.
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