

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY
AND RECORD OF ACTION**

September 9, 2025

FROM

JOSIE GONZALES, Assessor-Recorder-County Clerk

SUBJECT

Non-Financial Agreement with Apyrse Software Inc. for PDF.js Express Software Licensing Services

RECOMMENDATION(S)

1. Approve a non-financial **License Agreement No. 25-683** with Apyrse Software Inc., including non-standard terms, to be accepted electronically, for PDF.js Express Software licensing services that allow users to annotate, form-fill, and sign PDF documents, effective upon acceptance of software license agreement and automatically renewing until terminated by either party.
2. Terminate License Agreement No. 22-238 with PDFTron Systems Inc., as PDFTron Systems Inc. has been rebranded as Apyrse Software Inc. and has issued a new license agreement under the new entity name.
3. Authorize the Departmental Information Systems Administrator to electronically accept the License Agreement in Recommendation No. 1 related to the use of Apyrse Software Inc. software licensing services.

(Presenter: Josie Gonzales, Assessor-Recorder-County Clerk, 382-3204)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

Improve County Government Operations.

Operate in a Fiscally-Responsible and Business-Like Manner.

FINANCIAL IMPACT

Approval of this term will not result in the use of additional Discretionary General Funding (Net County Cost). The License Agreement for the PDF.js Express Software (Agreement) is non-financial in nature and does not commit the County to make any purchases. When future purchases are made under this Agreement, County purchasing policies will be adhered to and the Assessor-Recorder-County Clerk Department (ARC) will return to the Board of Supervisors (Board) for approval, if necessary.

BACKGROUND INFORMATION

Apyrse Software Inc. (Apyrse) PDF.js Express software is a file rendering service that allows users to annotate, form-fill, and sign PDF documents. This service is necessary for the Property Information Management System (PIMS) Upgrade Project as some modules in the new Modernized Property Information Management System (ModPIMS) system require the use of fillable PDF forms to capture data from various processes as it passes through workflow from one Assessor staffing unit to another.

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On March 29, 2022 (Item No.16), the Board of Supervisors (BOS) approved a non-financial License Agreement No. 22-238 with PDFTron Systems Inc., including non-standard terms, to be accepted electronically, for future purchases of PDF.js Express software licenses effective upon acceptance of software license agreement, automatically renewing until terminated by either party.

On February 2023, PDFTron was rebranded to Apryse. ARC received notice of the rebrand at the time of renewal. This item is being presented at this time for the approval of the new Agreement. This item was not taken to the Board sooner as another product was being reviewed for feasibility and it was later decided ARC would move forward with renewing this license. Approval of this Agreement, including non-standard terms, would authorize future purchases and downloads of the PDF.js Express software, subject to County purchasing policies.

Approval of Recommendation No. 2 would terminate the previous contract. Recommendation No. 3 would authorize the Departmental Information Systems Administrator to electronically accept the Agreement for PDF.js Express software licenses and services for an indefinite period of time as it will automatically renew until terminated by either party.

The Agreement is Apryse's standard commercial contract, which includes terms that differ from the standard County contract and omits certain County standard contract terms. The agreement is a non-negotiable clickwrap agreement, accepted electronically by click-to-accept. Since the Agreement is governed by and interpreted under the substantive laws of the Province of British Columbia, Canada, ARC hired outside counsel competent to advise on a contract governed by these laws. The non-standard and missing terms include the following:

1. Governing law and venue are British Columbia, Canada.
 - The County standard contract requires California governing law and venue for disputes in Superior Court of California, County of San Bernardino, San Bernardino District.
 - Potential Impact: The validity, construction, and performance of the Agreement and any dispute between the parties will be exclusively governed in accordance with the substantive laws of the Province of British Columbia, Canada. Any litigation, action or proceeding relating the Agreement must be instituted in the Supreme Court of British Columbia, Vancouver Registry. If a dispute should arise, the County would have to retain British Columbia counsel to represent the County's interests and would have to participate in proceedings located in British Columbia. If a dispute arises, it would be resolved in accordance with the laws of British Columbia related to contract formation, enforcement, and remedies. Having a venue in British Columbia, Canada may result in additional expenses that exceed the amount of the Agreement.
2. Apryse may assign the Agreement in its sole discretion.
 - The County standard contract requires that the County must approve any assignment of the contract.
 - Potential Impact: The County will not have the right to prior notification or approval of the assignment. Apryse could assign the Agreement to a third party or business with which the County is legally prohibited from doing business due to issues of Federal debarment or suspension and conflict of interest, without the County's knowledge.

3. There is no provision in the Agreement addressing each party's responsibility for paying attorneys' fees.
 - The County standard contract requires each party to bear its own costs and attorney fees, regardless of who is the prevailing party.
 - Potential Impact: Because the governing jurisdiction and venue are British Columbia, Canada, the parties would be subject to British Columbia's substantive laws related to contracts and to British Columbia laws and rules of court regarding costs and fees that may be awarded in the course of litigation. Under such laws, in the absence of explicit contract language, the assumption is that each party will carry their own costs in the event that there is a dispute. However, if that dispute goes to Court, a successful party is entitled to reimbursement of a portion of their costs and fees from the unsuccessful party. The amount of costs that can be awarded depends on the amount of money that is in dispute, the amount of legal difficulty in resolving the dispute, and the amount of time spent in Court. In this system, the successful party, at best, recovers a portion of their legal costs, they are never made whole.
4. The Agreement does not require Apryse to indemnify the County, as required by County Policies 11-05 and 11-07, including for intellectual property infringement claims.
 - The County standard contract indemnity provision requires the contractor to indemnify, defend, and hold County harmless from third party claims arising out of the acts, errors or omissions of any person. The standard contract provision for intellectual property indemnity is as follows: Contractor will indemnify, defend, and hold harmless County and its officers, employees, agents and volunteers, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement of any United States patent, copyright, trademark or trade secret (Intellectual Property Rights) by any goods or services.
 - Potential Impact: Apryse is not required to defend, indemnify or hold the County harmless from any claims, including indemnification for claims arising from Apryse's negligent or intentional acts and intellectual property infringement. If the County is sued for any claim, including intellectual property infringement based on its use of Apryse's software or services, the County may be solely liable for the costs of defense and damages, which could exceed the total Agreement amount. The County cannot contractually claim compensation from Apryse for third party claims related to the services provided under the Agreement.
5. The County is required to indemnify Apryse against third party claims against Apryse: (i) to the extent based on any alleged infringement of intellectual property rights caused by the County's bundling of the software with an integrated application; or (ii) in connection with any act or omission of the County, including claims related to the County's development, promotion, distribution and/or use of the Integrated Application.
 - The County standard contract does not include any indemnification or defense by the County of a contractor.
 - Potential Impact: The County may be contractually obligated to indemnify Apryse from certain third-party claims. This may result in the County having financial liability for costs, losses, or other expenses, including reasonable legal fees that are claimed or ordered against Apryse. The common law and statutes of British Columbia do not currently exclude the indemnification clauses that are found in the Agreement. By agreeing to indemnify Apryse, the County could be contractually waiving the protection of sovereign immunity. Claims that may otherwise be barred against the County, time limited, or expense limited could be brought against Apryse without

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such limitations and the County would be responsible to defend and reimburse Apryse for costs, expenses, and damages, which could exceed the total Agreement amount.

6. The Agreement does not require Apryse to meet the County's insurance standards as required pursuant to County Policies, 11-05, 11-07 and 11-07SP.
 - County policy requires contractors to carry appropriate insurance at limits and under conditions determined by the County's Risk Management Department and as set forth in County policy and in the County standard contract.
 - Potential Impact: The County has no assurance that Apryse will be financially responsible for claims that may arise from the County's use of the software, which could result in expenses to the County that exceed the total Agreement amount
7. Apryse's maximum liability to the County is limited to the amount paid by the County for the software over the 12-month period prior to the date the claim arises.
 - The County standard contract does not include a limitation of liability.
 - Potential Impact: The County will be financially liable for any loss or claim arising from the Agreement. Claims could exceed the liability cap and the Agreement amount leaving the County financially liable for the excess. In addition, the County's liability under the Agreement is not similarly limited.
8. There is no termination for convenience without penalty. Fees are payable in advance, automatically renewing, and are non-refundable
 - The County standard contract gives the County the right to terminate the contract, for any reason, with a 30-day written notice of termination without any obligation other than to pay amounts for services rendered and expenses reasonably incurred prior to the effective date of termination.
 - Potential Impact: There is no end term to the Agreement and the County is indefinitely bound to the terms and conditions of the Agreement. The County may terminate the Agreement upon notice, but any fees owed or paid will not be refunded.
9. Apryse provides the services and/or products "AS IS" and disclaims all warranties of any kind.
 - County Policy 11-05 requires a contractor to fully warrant its services and products.
 - Potential Impact: The County may only rely upon such warranties implied by law that cannot be validly waived. The common law and statutes of British Columbia do not imply any warranties to, or prevent the waiver of warranties in, licensing agreements or to any agreements between commercial entities. The County's use of the software is at its own risk.

The recommended Agreement, including non-standard terms, will allow ARC to operate in a fiscally-responsible and business-like manner, and improve County government operations by enabling ARC to receive PDF.js Express software licenses, which will provide an additional tool for transitioning the Assessor's existing PIMS Upgrade Project to a current technology platform provided by ModPIMS.

PROCUREMENT

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Apryse's Agreement, including non-standard terms, will be used to accompany future purchases to be approved as necessary, in accordance with County Policy 11-04, Procurement of Goods, Supplies, Equipment, and Services.

Additionally, County Policy 11-05 requires departments to obtain Board approval for procurement of goods and services with governing law outside the US.

The PDF.js Express software was previously used in conjunction with the system integration services that were provided by CGI Technologies and Solutions Inc. (CGI T&S). CGI T&S tested and confirmed this software's system compatibility with ModPIMS and recommended the application of this software to provide needed functionality within the new system. With the go-live date for ModPIMS set for October 2025, it is recommended to continue with the use of the current software that has already been tested within the program. This approach will ensure that we maintain consistency and reliability until the new system is fully implemented. The Purchasing Department concurs with the non-competitive justification on the basis of system compatibility. This justification will apply to future purchase orders to ensure continuity, compatibility, and efficiency in operations.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Bonnie Uphold, Supervising Deputy County Counsel, 387-5487) on August 22, 2025; Risk Management (Stephanie Pacheco, Staff Analyst II, 386-9039) on July 30, 2025; Purchasing (Jessica Barajas, Supervising Buyer, 387-2065) on July 30, 2025; Innovation and Technology Department (Lynn Fyhrlund, Chief Information Office, 388-5501) on August 1, 2025; and Finance and Administration (Kathleen Gonzalez, Administrative Analyst, 387-5412) on August 22, 2025.

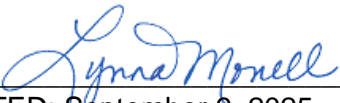
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Record of Action of the Board of Supervisors
San Bernardino County

APPROVED (CONSENT CALENDAR)

Moved: Joe Baca, Jr. Seconded: Curt Hagman
Ayes: Col. Paul Cook (Ret.), Jesse Armendarez, Dawn Rowe, Curt Hagman, Joe Baca, Jr.

Lynna Monell, CLERK OF THE BOARD

BY 
DATED: September 9, 2025



cc: ARC - Robbins w/agree
Contractor - c/o ARC w/agree
File - w/agree
CCM 09/12/2025