

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

26-98

SAP Number

Innovation and Technology Department

Department Contract Representative	<u>Jeremiah Thomas</u>
Telephone Number	<u>909-388-0641</u>
Contractor	<u>reMarkable</u>
Contractor Representative	<u>N/A</u>
Telephone Number	<u>N/A</u>
Contract Term	<u>February 10, 2026 and continuing until terminated by either party</u>
Original Contract Amount	<u>Non-financial</u>
Amendment Amount	<u>N/A</u>
Total Contract Amount	<u>Non-financial</u>
Cost Center	<u>1200604048</u>

Briefly describe the general nature of the contract: Non-financial Terms and Conditions for Integrations, including non-standard terms, with reMarkable for reMarkable digital writing tablets, software and cloud services, beginning on February 10, 2026 and continuing until terminated by either party.

FOR COUNTY USE ONLY

<p>Approved as to Legal Form</p> <p>▶ <u>Bonnie Uphold</u> Bonnie Uphold, Deputy Supervising County Counsel</p> <p>Date <u>2/2/2026</u></p>	<p>Reviewed for Contract Compliance</p> <p>▶ _____</p> <p>Date _____</p>	<p>Reviewed/Approved by Department</p> <p>▶ _____</p> <p>Date _____</p>
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Terms & Conditions Integrations

These Terms and Conditions for Integrations (the “Integrations Addendum”) govern the use of reMarkable’s software integrations and any updates to such software (“Integrations”). Integrations are designed to enable our services to interoperate with a third-party application or service (a “Third Party Service”).

This Integration Addendum forms a part of and modifies the [Terms and Conditions reMarkable Accounts](#) (the “Subscription Agreement”) with respect to Integrations.

You are responsible for reading and complying with any amended version of this Integrations Addendum that is posted on www.remarkable.com/legal, subject to us notifying you by email at least 30 days prior to such amendments taking effect. Your continued use of Integrations after the end of such notification period means you accept the amended terms.

Software license

Integrations are licensed to you by reMarkable under the terms of the Connect Subscription Agreement and this Integrations Addendum. reMarkable retains ownership of all rights, title, and interest in and to Integrations, and reserves all rights not expressly granted to you.

Permitted license uses, restrictions, and terms

- The Integration Addendum allows you to use Integrations to connect reMarkable’s services to a Third Party Service under the Subscription Agreement. You may not rent, lease, lend, redistribute or sublicense Integrations software.
- Any use of Integrations shall comply with all applicable law, regulation, and third-party rights.
- The use of a Third Party Service may require the creation and use of an account and agreement to additional terms and conditions. You agree to comply with any additional terms and conditions applicable to your access and use of Third Party Services, including any access and use through Integrations.
- Integrations may access and/or transmit content, information, or data between reMarkable’s services and the Third Party Service. reMarkable is responsible for the security, integrity, or processing of content by our services. Processing of content,

information, or data that is transferred between our services and Third Party Services is subject to our reMarkable's [privacy policy](#), which may be amended from time to time.

- reMarkable is not responsible for the security, integrity, or processing of content by Third Party Service providers. Such processing is governed by your agreement with the Third Party Service providers and their privacy notice and practices.
- reMarkable may provide updated versions of Integrations at our sole discretion. You may use such updates or restore Integrations subject to the terms of this Integrations Addendum.
- You may not copy, decompile, disassemble, reverse engineer, attempt to derive the source code of, decrypt, modify or create derivative works of Integrations, or any part thereof, except as and to the extent permitted by licensing terms governing the use of open-sourced components included with Integrations or permitted by applicable law

Your content

By using Integrations, you hereby grant reMarkable the right to use, modify, adapt, reproduce, distribute, and display content made available through Integrations solely to the extent necessary to provide Integrations or our services. You furthermore grant reMarkable the right to provide such rights to Third Party Service(s) as required by the terms and conditions for APIs offered by these Third Party Services.

If you add Google Drive as an integration, you specifically agree to give Google a perpetual, irrevocable, worldwide, sublicensable, royalty-free, and non-exclusive license to use content submitted, posted, or displayed to or from the APIs for the sole purpose of enabling Google to provide, secure and improve the APIs as required by the [Google APIs Terms of Service](#). "Use" in this context means use, host, store, modify, communicate, and publish.

If you use Integrations to access, modify or transfer content to and from a Microsoft account, you may revoke Integrations' access at any time by visiting <https://account.live.com/consent/Manage>

Termination or expiration

This Integration Addendum will terminate immediately and without specific notice upon any termination or expiration of your subscription to the services with which Integrations are offered. Upon such termination or expiration, you are no longer permitted to use Integrations.

reMarkable may also terminate this Integrations Addendum or restrict or remove access to some or all of our Integrations with 15 days notice without cause. Furthermore, we may immediately terminate this Addendum or restrict or remove access if any third party restricts, prevents, or ceases to authorize the installation of Integrations, or if we have reason to believe that you violate the Subscription Agreement or the Integrations Addendum.

You are not entitled to any refund, credit, or other compensation due to the termination of this Addendum.

Service level agreement

Any service level agreement in effect between you and reMarkable shall not apply to Integrations.

No warranty

INTEGRATIONS ARE LICENSED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS" TO THE FULLEST EXTENT PERMITTED BY LAW. REMARKABLE DOES NOT GIVE EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, OR CONDITIONS IN RELATION TO THE INTEGRATIONS, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

BY USING THE INTEGRATIONS, YOU ACKNOWLEDGE THAT REMARKABLE DOES NOT WARRANT THAT THE USE OF THE INTEGRATIONS WILL BE UNINTERRUPTED, ERROR-FREE, TIMELY, OR SECURE. REMARKABLE MAY AT ANY TIME CEASE SUPPORTING AND/OR MAKING INTEGRATIONS AVAILABLE.

Limitation of liability

TO THE EXTENT NOT PROHIBITED BY LAW, YOU CAN ONLY CLAIM DIRECT DAMAGES UP TO THE AMOUNT YOU PAID FOR ACCESS TO INTEGRATIONS OR \$5 USD WHICHEVER IS GREATER. YOU AGREE NOT TO SEEK AND WAIVE ANY RIGHT TO SEEK TO RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES. THIS LIMITATION APPLIES TO ANYTHING RELATED TO INTEGRATIONS OR THIRD PARTY SERVICES MADE AVAILABLE THROUGH OR IN CONNECTION WITH INTEGRATIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW.

Indemnification

Unless prohibited by applicable law, you will defend and indemnify reMarkable against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding to the extent arising from (i) your misuse of Integrations (ii) violations of this Addendum or terms on the basis of which the relevant Third Party Service provider provides products or services that are subject of integration.