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



Contract Number 25-683

SAP Number N/A

Assessor-Recorder-County Clerk

Department Contract Representative Telephone Number	Yvonne Robbins, Departmental Information Systems Administrator (909) 382-3254
Contractor Contractor Representative Telephone Number Contract Term	Apryse Software Inc. Bill Hawkey (510) 604-4111
	Upon acceptance of the software license, automatically renewing until terminated by either party
Original Contract Amount	Non-Financial
Amendment Amount	Non-Financial
Total Contract Amount	Non-Financial
Cost Center	3119992756
Grant Number (if applicable)	N/A

Briefly describe the general nature of the contract:

A non-financial license agreement with Apryse 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.

iewed for Contract Compliance	Reviewed/Approved by Department
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	Josie Gonzales, Assessor Recorder-County Clerk
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e	Date 08/28/2025
	riewed for Contract Compliance

PDF.js Express License Agreement

The following agreement is non-negotiable.

This License Agreement (the "Agreement") is a legal agreement between You (either an individual or a single legal entity, and referred in this Agreement as "You" or "Licensee"), and Apryse Software Inc. ("Apryse" or "Licensor") for the Software. If You are agreeing to be bound by this Agreement on behalf of Your employer or other entity, You represent and warrant that You have full legal authority to bind Your employer or such entity to this Agreement. If You do not have the requisite authority, You may not accept the Agreement or use the Software on behalf of Your employer or other entity. "Software" means (a) the Licensor's PDF.js Express software in object code form only; (b) any patches, revisions, updates, upgrades or replacements of the Software (collectively, "Updates"); (c) all related explanatory written materials or files (printed or electronic) accompanying the Software ("Documentation"); and (d) other materials which accompany this Agreement and all copies thereof. "Integrated Application" means the Software integrated into, combined with, directly or indirectly accessible by, or interoperating with any part of a single Licensee software application, software program, or web site, whether statically or dynamically linked thereto and by which third parties subscribe or otherwise access the services provided by You via such application at a given World Wide Web domain name (an Integrated Application may not be white-labelled or custom branded for third parties). Each "License" entitles You to Use the Software only in association with a single Integrated Application at a maximum of one domain name as indicated on Your account dashboard (the "Domain"). "Party" or "Parties" means Licensor or Licensee or both. "Use", "Used" or "Using" means to access, install, download, copy or otherwise benefit from using the functionality of the Software.

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- 18. GOVERNING LAW. The application of the *United Nations Convention on Contracts for the International Sale of Goods* will not apply to any part of any transaction contemplated by or under this Agreement and the same is hereby expressly excluded. The validity, construction, and performance of this Agreement and any dispute between the Licensor and Licensee relating thereto shall be exclusively governed by and interpreted and determined in accordance with the substantive laws in force in the Province of British Columbia, Canada, without reference to choice of law or conflict of law principles. Any litigation, action or proceeding relating to this Agreement must be instituted in the Supreme Court of British Columbia, Vancouver Registry. Provided, however, notwithstanding any term of this Agreement, Apryse may apply to a court of competent jurisdiction for interim or injunctive relief pending resolution of the dispute. You waive any objection that You may have with respect to jurisdiction, venue or forum.
- **19. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between You and Apryse with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous representations, statements, understandings or agreements, written or oral, between the Parties regarding such subject matter.
- **20. MODIFICATIONS.** Apryse may make changes to this Agreement at any time with notice to You. If You do not agree with the modifications to the Agreement, You may terminate

Your use of the Software, which will be Your sole and exclusive remedy. You agree that Your continued use of the Software constitutes Your agreement to the modified terms of this Agreement.

- 21. SEVERABILITY. If any provision of this Agreement is determined to be illegal or unenforceable, then such provision shall be severed and deleted, or modified and limited as to give effect to the original intent of the Parties and to the extent necessary for this Agreement to be otherwise enforceable. Any such deletion or modification will not affect the validity of the balance of the Agreement, which shall remain valid and continue in full force and effect with respect to all other provisions. However, if in Apryse's opinion, modification or deletion of any provision of this Agreement by operation of this Section unreasonably compromises the rights or increases the liabilities of Apryse, Apryse reserves the right, despite any other provision of this Agreement, to terminate this Agreement and refund the license fee paid by You attributable to the remaining portion of the term, as your sole and exclusive remedy.
- **22. PUBLICITY.** You agree that Apryse may use Your name and logo in identifying that You are a licensee of the Software on its website or in general discussions with customers or prospective customers.
- 23. NO WAIVER. No failure or delay of or by Apryse to exercise any right or remedy under this Agreement and no partial or single exercise thereof shall be construed to be a waiver of any such right or remedy or any other right or remedy hereunder. All of the rights of Apryse under this Agreement shall be cumulative and may be exercised separately or concurrently.
- **24. NOTICES.** Apryse may provide any notice required under this Agreement by posting in Your account dashboard or by emailing You at the email Apryse has on record by You. Notice will be deemed to be received by You within 24 hours after the time it is posted to your account or emailed to the You.
- **25. FORCE MAJEURE.** Apryse will not be liable for failure to perform any obligation under this Agreement where such failure is due to fire, flood, pandemic, labour-management dispute, natural calamity, act of terrorism, or act of the government or if such causes are otherwise beyond its reasonable control.

Last Updated February 8, 2023