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Contract Number

26-95

SAP Number

Innovation and Technology Department

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

Briefly describe the general nature of the contract: Non-financial Terms and Conditions for Sales of Products for Business, 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

Approved as to Legal Form

▶ Bonnie Uphold
Bonnie Uphold, Deputy Supervising County Counsel

Date 2/2/2026

Reviewed for Contract Compliance

▶ _____

Date _____

Reviewed/Approved by Department

▶ _____

Date _____

Terms & Conditions Sale of Products – Business

Orders placed on and after: 13 May 2025

1. Overview

reMarkable provides paper tablets and accessories as further described and portrayed on www.remarkable.com (each a “**Product**”). Some of these Products may be used with reMarkable's software. Subscription and use of reMarkable's software is subject to separate terms and conditions.

These general terms and conditions for sale of Products governs the relationship between reMarkable and the Customer (the “**Terms**”), and applies to all Orders placed on and after the date set out above.

By submitting an Order, the Customer accepts, and accepts to be bound by these Terms and to abide by the regulations set out herein for all matters concerning or related to the Customer's purchase of the Products. The Customer warrants that the Order has been placed by a person with power and authority to bind the Customer. The Customer further warrants that the Products are purchased for the purpose of using the Products within the Customer's organization, and that Customer will not resell the Products unless otherwise agreed in writing with reMarkable.

These Terms, together with the Order, constitute a legally binding agreement between the Customer and reMarkable, regarding the Customer's purchase of the Products (the “**Agreement**”).

The contracting reMarkable entity depends on where the Customer is located, and is further set out in Clause 17 below.

2. Interpretation and order of precedence

Capitalised terms and expressions used in these Terms shall have the meaning as assigned to them in the Order, or as defined herein, including Clause 16 below.

In the event of conflict or inconsistencies between the Order and these Terms, these Terms shall prevail unless otherwise explicitly stated in the Order. Furthermore, in the case of conflict between these Terms and a Quote, these Terms shall prevail unless otherwise explicitly set out in the Quote.

3. Ordering

3.1 Orders through the reMarkable Store

The Customer may place an Order by clicking the button “Place Order” or similar at the checkout in reMarkable’s business online store at <http://business.remarkable.com> (the “**Store**”). Upon receipt of the Order, reMarkable may send the Customer an email confirming receipt of the Order and stating the details of the Order. No Order is binding on reMarkable and no binding agreement related to the provisioning of the Products is entered into until accepted by reMarkable in its discretion by sending an order confirmation to the Customer.

If reMarkable rejects an Order, reMarkable shall inform the Customer of such rejection by email within one (1) month after the Order was submitted by the Customer. reMarkable is not responsible for any loss or delay arising out of such rejection.

3.2 Orders through the Sales Team

reMarkable may, in its sole discretion, at the Customer's request to reMarkable's business sales team (the “**Sales Team**”), issue a quote to the Customer (each a “**Quote**”). The Quote must be accepted by the Customer in writing within the time period set out in the Quote. Notwithstanding the aforementioned, the Customer's acceptance of the Quote is not binding on reMarkable and no binding agreement related to the provisioning of the Products is entered into until accepted by reMarkable in its sole discretion by sending an order confirmation to the Customer.

If the Quote requires pre-payment, the Order is in no case binding for reMarkable until full payment is received by reMarkable.

3.3 Errors and cancellation

Whilst reMarkable will make every effort to supply the Customer with the Products included in the Order, reMarkable reserves the right to cancel any Orders or parts of an Order, or refuse or delay shipment thereof, if:

- i. the Products and/or services, or parts thereof, are no longer being manufactured or are unavailable;
- ii. reMarkable is unable to source relevant components;
- iii. there was a pricing error or other error in the Order;
- iv. the Customer does not make timely payment as provided in the Agreement or under the terms of payment outlined in the Quote, an invoice, or otherwise agreed by the Customer and reMarkable;
- v. reMarkable has reasonable grounds to believe that the Customer has purchased Products for reselling purposes; or

vi. the Customer otherwise fails to comply with the terms of the Agreement.

In such circumstances as (i) or (ii), reMarkable will contact the Customer, and may suggest alternative Products or services at the same price or to a different price. In the event of a pricing error, reMarkable will communicate the correct price to the Customer.

If the Customer does not accept reMarkable's proposed substitute Products or the price correction, reMarkable will cancel the Order and refund any payment that has already been made by the Customer.

reMarkable's cancellation, refusal or delay under this Clause 3.3 will not be deemed a termination (unless reMarkable so advises the Customer) or breach of the Agreement by reMarkable. reMarkable's total liability to the Customer in the event of cancellation is limited to a refund of the amount paid by the Customer to reMarkable in respect of the Order, given that payment already has been made by the Customer.

The Customer may not cancel the Order once reMarkable has sent the order confirmation.

4 Delivery and Shipment

4.1 Shipment

The Product(s) are shipped to the Customer to the address set out in the Order, in accordance with the shipping option chosen by the Customer. The shipping cost and estimated delivery date is set out in the Order, and is based on the Customer's choice. Unless otherwise explicitly agreed, the shipping cost shall be paid by the Customer.

reMarkable shall make reasonable efforts to deliver in accordance with the estimated delivery date. However, reMarkable shall not be liable for failure to deliver as estimated.

The Products may be delivered in advance of the estimated delivery date by giving reasonable notice to the Customer. The Products may also be delivered in separate installments. reMarkable will keep the Customer duly noted of any changes impacting the delivery of the Products.

Unless otherwise set out in the Order, shipment of the Products will not be made by reMarkable until payment is received in full.

The Customer is responsible for providing the correct address and contact information. reMarkable shall not be liable for any loss resulting from the Customer's failure to provide the correct delivery address and/or contact information.

Upon acceptance of reMarkable's logistics partner's terms, the Customer may choose, among other alternatives, to update its address, make changes in the delivery method and time of delivery directly with reMarkable's logistics partner. reMarkable is not liable for the Customer's failure to comply with reMarkable's logistics partner's terms, or if the Customer changes its delivery method or address directly via such logistics partner after the Products have been shipped (to the extent permitted under applicable law). The Customer will be responsible for any additional costs or fees due to any such updates or changes. In case of any such updates or changes, the risk of loss or damage passes to the Customer when the Products are shipped.

4.2 Delivery and acceptance

Delivery has occurred when the Customer, or its representative, has taken possession of the Products in accordance with the chosen shipping option, including the chosen Incoterms® 2020. The passing of risk of loss or damage to the Customer will be as set out in the applicable Incoterms® 2020. Unless otherwise agreed, the following Incoterms® 2020 apply:

- **Delivered Duty Paid (DDP)**

Customers in the European Union (EU), Norway, the United Kingdom (UK) or the United States (US)

- **Delivered At Place (DAP)**

Customers in the rest of the world

Notwithstanding the above, whether Delivered Duty Paid (DDP) or Delivered At Place (DAP) apply will depend on each quote due to the dynamic nature of the tariff situation.

If the Products are not collected or received on time or at first attempt of delivery due to the Customer or circumstances related to the Customer, the risk passes to the Customer counting from the date of which the Product first was made available to the Customer.

Unless otherwise agreed in writing, all Products shall be deemed correct and undamaged unless the Customer:

- at the time of receipt informs the carrier about any visible shortfall or error and requires the carrier to describe in the proof of delivery any such visible shortfall or

- error, or
- informs reMarkable about any hidden shortfall or error in writing within five (5) calendar days after the original delivery date of the given shipment. Such notice must include the Order number or similar, and the exact nature of the discrepancy between the Order and shipment in number or type of Products shipped.

The Customer's failure to inform the carrier or reMarkable as set out above shall constitute a waiver of any such claim.

In the event of under-shipment, reMarkable shall, at its sole discretion, issue a replacement shipment, or a credit to the Customer's account if reMarkable has granted credit terms to the Customer within thirty (30) days of receipt of the Customer's written notice.

The Customer's failure to take possession of shipped Products constitutes a breach of contract by the Customer. reMarkable reserves the right to cancel the Order and/or charge the Customer for extra shipment, storage and handling costs due to Customer's failure to (i) collect the Products in time or (ii) contribute as needed for the delivery to occur.

4.3 Title

Notwithstanding the above and unless otherwise agreed between the Parties in writing, title to and the right to retake possession of the Products purchased from reMarkable shall remain with reMarkable until all fees have been paid in full. If the Customer does not fulfill its payment obligations under the Agreement, reMarkable may, at Customer's expense, retake possession of such Products.

5 General obligations of the Customer

5.1 Installation and use

Unless otherwise agreed in the Order, the Customer is responsible for installing the Products and using the Products in accordance with the user manuals which are made available to the Customer.

5.2 Cooperation

The Customer shall accept and receive the Products provided by reMarkable and in good faith cooperate in any way reasonably requested by reMarkable in connection with the receipt of the Products.

6 Prices and payment terms

6.1 Price

The prices payable by the Customer will be listed in the applicable currency in the Store or in the Quote, and included in the Order.

6.2 Payment terms

Unless other payment terms are set out in the Order, the Product(s) shall be paid in advance through the payment method chosen by the Customer and as set out in the Order.

For clarity, reMarkable is not responsible for any fees that the Customer's bank or payment provider may charge the Customer for the use of credit card or other payment methods.

If the Customer qualifies for credit from reMarkable and fulfills the credit conditions defined by reMarkable from time to time at its own discretion, the Customer may be granted credit terms (e.g. payment terms of thirty (30) days after the invoice date). The Customer shall pay the invoiced amount in accordance with the payment terms stated in the invoice without deduction or set-off. The granting of such payment terms may be subject to reMarkable and/or a third party engaged by reMarkable performing a credit check of the Customer.

If the Customer requests or accepts credit terms, the Customer hereby also accepts that such a credit check is being performed. reMarkable reserves the right, upon written notice to the Customer, to declare all sums immediately due and payable in the event of a breach by the Customer of any obligations to reMarkable, including failure by the Customer to comply with the credit terms and/or these Terms. reMarkable also reserves the right either generally or with respect to any specific Order to vary, change, limit or cancel the amount or duration of credit and the terms under which it is provided at any time. reMarkable reserves the right to set off any amount owed by reMarkable to the Customer against any amount due to reMarkable by the Customer. If no credit terms have been granted to the Customer or such terms have been withdrawn (subject to reMarkable's sole discretion), payment will be required in fully cleared funds prior to shipment.

If the Customer does not pay any undisputed amounts within the agreed due date, reMarkable reserves the right to claim interest on any overdue amount pursuant to Act no. 100 of 17 December 1976 concerning interest on late payments, etc. (the Norwegian Interest Act). In the case of non-payment, the claim may be sent to a debt collection entity, subject to prior notice to the Customer. The Customer will be liable for all costs, including attorney's fees, incurred by reMarkable in connection with the collection of the Customer's payment.

6.3 Tax and customs

The Customer is responsible for paying all applicable taxes and customs duties according to the agreed delivery terms in each jurisdiction.

Unless otherwise agreed, the following will apply to the invoicing of VAT/GST/sales tax or similar:

- **European Union (EU)**

Customers with a valid VAT number are invoiced without VAT. Other Customers are invoiced with Dutch VAT.

- **Norway**

Customers are invoiced with VAT.

- **United Kingdom (UK)**

Customers are invoiced with VAT.

- **United States (US)**

Customers are invoiced including sales tax. Customs duties paid by reMarkable are included in the sales price to the Customer. Increased duty rates may lead to increased sales prices.

- **Rest of the world**

Customers are invoiced without VAT/GST and are responsible for paying import taxes.

7 Term and Termination

7.1 Term

Unless otherwise set out in the Order, the term of the Agreement shall be one (1) year from the date of delivery of the Products under an Order. reMarkable shall have the right to prolong the term of the Agreement at its sole discretion with two (2) additional one (1) year periods by providing written notice to the Customer at least thirty (30) days before the expiration of the applicable term.

7.2 Termination for cause
If a Party is in material breach of the Agreement, and such breach is not remedied within thirty (30) calendar days of the non-breaching Party's written notice thereof, the non-breaching Party may terminate the Agreement for cause with immediate effect by giving written notice of termination to the breaching Party.

8 Limited warranty

The Products are delivered with a limited one (1) year warranty commencing at the date of delivery pursuant to this Agreement (the "**Warranty Period**"). During the Warranty Period, reMarkable warrants that each Product will be free from material and workmanship defects under normal use in accordance with reMarkable's published user manuals and safety information. The terms and conditions for the limited warranty are incorporated to this Agreement by reference and is available here: [reMarkable's 1-Year Limited Warranty Policy](#).

The limited warranty only covers reMarkable-branded Products. It does not cover software, services or third parties' products or services. reMarkable shall not have any liability for loss of data in connection with providing the warranty services.

9 Intellectual Property Rights

All Intellectual Property Rights belonging to a Party prior to this Agreement shall remain vested and remain the property of that Party. Notwithstanding the above, the Customer shall retain title to the Products purchased hereunder, subject to reMarkable's Intellectual Property Rights therein.

The Customer agrees that reMarkable is free to use any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by the Customer pertaining to reMarkable's Products or Intellectual Property Rights for the purpose of refining and/or further developing said Products or Intellectual Property Rights, free of any encumbrances and without affecting reMarkable's right therein or ownership thereof.

10 Indemnification

The Customer agrees to defend, indemnify and hold harmless reMarkable and its affiliates, independent contractors and service providers, and each of its respective directors, officers, employees and agents (collectively, "**reMarkable Parties**") from and against all losses, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) caused by, arising out of or related to (i) any infringement of the Intellectual Property Rights of reMarkable; or (ii) any third party Claim that the Customer's use of the Products in any way not approved by reMarkable is infringing the Intellectual Property Rights of a third party.

reMarkable shall within reasonable time inform the Customer in writing of any Claims against reMarkable. However, failure of the same will not relieve the Customer of its indemnification obligations, unless actual prejudice attributable to such failure is proven.

The Customer shall be given control over the defence or settlement thereof, and reMarkable may at the Customer's request and expense cooperate in the defence

or settlement. Notwithstanding the aforementioned, the Customer agrees that in negotiating any settlement pursuant to this Clause, it shall act reasonably and shall consult with reMarkable before agreeing to any settlement. The Customer may not agree to any settlement that is detrimental to reMarkable without reMarkable's prior written consent.

11 Limitation of liability

The Agreement sets out the full extent of reMarkable's obligations and liabilities in respect of the supply of the Products.

EXCEPT FOR THOSE RIGHTS AND REMEDIES THAT THE CUSTOMER HAS IN RESPECT OF THE GOODS OR SERVICES UNDER APPLICABLE LAW WHICH CANNOT BE LAWFULLY EXCLUDED, RESTRICTED OR MODIFIED, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL WARRANTIES, CONDITIONS, GUARANTEES, TERMS, REPRESENTATIONS AND UNDERTAKINGS, OTHER THAN AS EXPRESSLY SET OUT HEREIN, WHETHER EXPRESS, IMPLIED OR VERBAL, STATUTORY OR OTHERWISE, AND WHETHER ARISING UNDER THIS AGREEMENT OR OTHERWISE, ARE HEREBY EXCLUDED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN ANY JURISDICTION IN WHICH IMPLIED WARRANTIES CANNOT BE EXCLUDED ENTIRELY, ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE ONE-YEAR WARRANTY PERIOD OF REMARKABLE'S LIMITED WARRANTY.

REMARKABLE PARTIES SHALL HAVE NO LIABILITY FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT, OR INCIDENTAL DAMAGES, ARISING FROM OR RELATED TO THE CUSTOMER'S USE OR INABILITY TO USE THE PRODUCT(S), EVEN IF REMARKABLE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF REMARKABLE ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE PRODUCT(S) EXCEED THE AMOUNT THE CUSTOMER PAID REMARKABLE FOR THE PRODUCT(S). THE FOREGOING DISCLAIMER OF CERTAIN DAMAGES AND LIMITATION OF LIABILITY WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE LAWS OF SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO THE CUSTOMER.

TO THE EXTENT REQUIRED UNDER MANDATORY LAW, NOTHING IN THESE TERMS EXCLUDES OR LIMITS REMARKABLE'S LIABILITY FOR FRAUD OR FOR DEATH OR PERSONAL INJURY CAUSED BY REMARKABLE'S NEGLIGENCE.

12 Confidentiality

The Parties, their employees and any third parties acting on their behalf are obliged to keep confidential any Confidential Information.

For the purposes of this Agreement, "**Confidential Information**" means any information of confidential nature (in whatever form communicated or maintained, whether orally, electronically or documentary, computer storage or otherwise) provided by a Party or anyone acting on its behalf, including employees, officers, directors and advisors, to the other Party in connection with the Agreement.

The confidentiality obligation does not apply to (i) information that is or becomes generally known or readily available to persons within the circles that normally deal with the kind of information in question; (ii) information that was in the receiving Party's possession prior to this Agreement; or (iii) information developed by a Party independently of this Agreement.

A Party may disclose Confidential Information insofar as this is prescribed by law or regulations, pursuant to an order issued by the competent authority, or to the extent strictly necessary for a Party to exercise its rights or fulfil its obligations under the Agreement.

The Confidential Information of the other Party may only be used for the purpose for which the Confidential Information was received, and only to the extent necessary to achieve this purpose. Upon termination of the Agreement for whatever reason, each Party shall promptly return all documents and other items containing the other Party's Confidential Information, regardless of the media on which the Confidential Information is stored. All Confidential Information that is stored electronically, shall be deleted, and a Party shall upon the other Party's request confirm in writing the full and complete deletion. Each Party may however retain copies that are kept in accordance with the Party's standard retention policies provided that the Confidential Information is stored securely and otherwise in accordance with this Agreement. The confidentiality obligation shall apply during the term of the Agreement, and continue following the termination of the Agreement. The confidentiality obligation shall continue to apply to any Confidential Information not deleted or returned for as long as such Confidential Information is in the receiving Party's possession.

The Parties shall take the necessary precautions to prevent third parties from obtaining access to Confidential Information and shall not share Confidential Information

with any third party, except as explicitly provided for in the Agreement or with the express written consent of the other Party.

13 Force majeure

A Party (as such the “**Non-performing Party**”) shall not be obliged to perform its obligations under this Agreement, if an extraordinary situation outside the control of the Non-performing Party, which under applicable law must be classified as force majeure (each a “**Force Majeure Event**”) makes the performance of such obligations impossible. The Non-performing Party shall give the other Party prompt written notice of the Force Majeure Event. The corresponding obligations of the other Party shall be suspended for the same period. Each Party may terminate the Agreement if the Force Majeure Event prevails for more than sixty (60) days. For the avoidance of doubt, the Customer’s lack of fund or other inability to pay any fees cannot be excluded under this Clause 13.

14 Miscellaneous

14.1 Changes to the terms and conditions

reMarkable reserves the right to change these Terms from time to time. Changes will not be applicable for Orders already confirmed by reMarkable. Any such changes will take effect when posted on www.remarkable.com.

The Customer may request a copy of the Terms applicable to the Customer’s Order by contacting reMarkable through this Contact Form.

14.2 Assignment

The Customer may not transfer or assign any or all of its rights or obligations under this Agreement without reMarkable’s prior written consent. reMarkable may assign the Agreement to any of its affiliates.

14.3 Notices

All notices given by the Customer to reMarkable must be given in writing through reMarkable’s Contact Form or by emailing business.sales@remarkable.com or to the following address: Fridtjof Nansens vei 12, 0369 Oslo, Norway. reMarkable may give notice to the Customer by email, post or through the Customer’s Business Account.

Notices shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, or (iii) the first business day after sending by email, the Contact Form or the Business Account.

14.4 No waiver

If a Party fails or otherwise neglects to enforce a provision of the Agreement, this shall not be deemed to be or construed as a waiver of the Party's right under the provision in question, prejudice that Party's right to take subsequent action or affect the validity of any part of the Agreement.

14.5 Severability

Should individual provisions of this Agreement be or become invalid or unenforceable in whole or in part, the other provisions of the Agreement shall remain unaffected thereby. The Parties shall in good faith replace such severed provision by a valid and enforceable provision which comes as close as possible to the commercial intention.

14.6 Independent Parties

The relationship between the Parties arising from this Agreement shall not constitute or create any joint venture, partnership, employment relationship or franchise between them, and the Parties are acting as independent contractors in making and performing any Contract.

14.7 Entire agreement

The Agreement, including for the avoidance of doubt the Order and these Terms, including any documents expressly referred to herein, represent the entire agreement between the Parties in relation to the subject matter contemplated herein, and supersedes and replaces any prior agreements, understanding or arrangement between the Parties, whether oral or in writing, regarding the subject matter of the Agreement.

No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the Parties prior to the Agreement except as expressly stated herein. 14.8 Personal data reMarkable is responsible for processing the personal data provided by the Customer in relation to the Order. Further information on reMarkable's processing of personal data is available in reMarkable's Privacy Policy.

14.9 Survival of obligations

Any obligations or other provisions set out in the Agreement which, due to their nature, ought to extend beyond the expiry or termination of the Agreement, including but not limited to the obligations set forth in Clauses 9, 10, 11, 12 and 15, shall survive such termination or expiry.

15 Governing law and dispute resolution

15.1 Governing law

This Agreement shall be exclusively governed by and construed in accordance with the laws of Norway, excluding its conflicts or choice of law rule or principles which might refer to the law of another jurisdiction.

The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these terms and conditions.

15.2 Dispute resolution

Any disputes related to this Agreement shall be settled by the ordinary courts of Oslo, Norway. Notwithstanding the foregoing, reMarkable reserves the right to institute proceedings against the Customer in the courts having jurisdiction in the place where the Customer has its seat or in any other jurisdiction where the Customer causes harm to reMarkable.

The Customer shall notify reMarkable in writing about any Claim towards reMarkable without undue delay after the event giving rise to the Claim, and no later than one (1) year after such event.

To the maximum extent permitted by applicable law, each Party agrees that any dispute resolution proceedings, whether in court or otherwise, shall be conducted only on an individual basis and not in a class, consolidated, mass, or representative action. The Customer hereby waives any right to a jury trial or to participate in a class action or class arbitration against reMarkable with respect to any claim or dispute arising under this Agreement.

16 Definitions

The Capitalized terms below shall, for the purposes of these Terms, have the following meaning:

"Agreement" means these Terms and the Order, including any appendices thereto or documents incorporated therein by reference.

"Claim" means any and all claims, losses (including economical losses), demands, taxes, liens, liabilities, judgments, awards, provisional injunctions, remedies, debts, damages, injuries, costs, legal and other expenses, or causes of action of whatsoever nature, and in whatever jurisdiction the foregoing may arise.

"Clause" means an individually numbered heading or paragraph in these Terms.

"Confidential Information" shall have the meaning ascribed to it in Clause 12.

"Customer" means the legal entity defined as such in the Order.

"Intellectual Property Rights" means all current and future rights under applicable laws protecting inventions, ideas, investments and representations of those inventions ideas and investments such as but not limited to patent laws (including patent applications, supplementary protection certificates (SPC) and other types of patent extensions and applications for such extensions), copyright laws, trademark laws, design laws, circuit pattern for integrated circuit laws, unfair competition laws, marketing laws and database laws, as well as other similar or equivalent registrable or non-registrable rights or forms of protection which may now or in the future subsist in any part of the world in any representation including hardware, software (incl. source code), algorithms, mask works, text and other written material (physical and electronic), databases, processes, concepts, systems, models and drawings,

"Order" means an order placed by the Customer and confirmed by reMarkable in accordance with the order mechanisms set out in Clause 3.

"Party" or **"Parties"** means reMarkable, the Customer or both, as the case may be.

"Product" means any reMarkable hardware product included in the Order, such as the paper tablets and/or accessories.

"reMarkable" means the reMarkable legal entity identified in the Order and/or set out in Clause 17 below.

"reMarkable Parties" means reMarkable's affiliates, independent contractors, service providers, and each of its respective directors, officers, employees and agents.

"Sales Team" means reMarkable's business sales team.

"Store" means reMarkable's business online store.

"Terms" means these standard terms and conditions for reMarkable's sale of Products.

"Quote" means reMarkable's offer for purchase of Products to the Customer.

17 Contracting reMarkable entity

17.1 United States of America

This Clause 17.1 only applies to Customers located in the United States of America. For Customers located in the United States of America, the selling reMarkable entity is reMarkable Operations LLC ("**reMarkable US**"), a limited liability company incorporated under the laws of the State of Delaware. For such Customers the Agreement

is entered into between the Customer and reMarkable US, and any reference to “reMarkable” in these Terms shall mean reMarkable US.

17.2 European Union

This Clause 17.2 only applies to Customers located in a member state of the European Union. For Customers located in a member state of the European Union, the selling reMarkable entity is reMarkable Operations BV (“**reMarkable NL**”), a limited liability company incorporated under the laws of the Netherlands. For such Customers the Agreement is entered into between the Customer and reMarkable NL, and any reference to “reMarkable” in these Terms shall mean reMarkable NL.

17.3 The United Kingdom

This Clause 17.3 only applies to Customers located in the United Kingdom. For Customers located in a member state of the European Union, the selling reMarkable entity is reMarkable Operations LTD (“**reMarkable UK**”), a limited liability company incorporated under the laws of the United Kingdom. For such Customers the Agreement is entered into between the Customer and reMarkable UK, and any reference to “reMarkable” in these Terms shall mean reMarkable UK.

17.4 Rest of the World

This Clause 17.4 only applies to Customers located outside of the United States of America, the European Union and the United Kingdom. For Customers located outside of the United States of America, the European Union and the United Kingdom, the selling reMarkable entity is reMarkable AS (“**reMarkable AS**”), a limited liability company incorporated under the laws of Norway with company registration number 917 352 836. For such Customers the Agreement is entered into between the Customer and reMarkable AS, and any reference to “reMarkable” in these Terms shall mean reMarkable AS.