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



Contract Number 22-238

SAP Number N/A

Assessor-Recorder-County Clerk

Department Contract Representative	Tim Gaeta, Departmental Information Systems Administrator	
Telephone Number	(909) 382-3240	
Contractor	PDFTron Systems Inc.	
Contractor Representative	Conrad Presch, Sales Development	
	Representative	
Telephone Number	N/A	
Contract Term	Indefinite period of time,	
	automatically renewing until	
	terminated by either party	
Original Contract Amount	N/A	
Amendment Amount	N/A	
Total Contract Amount	N/A	
Cost Center	3119992756	

Briefly describe the general nature of the contract: The PDFTron Systems Inc. License Agreement provides general terms and conditions for using PDF.js Express software.

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

FOR CO	UNITY USE ONLY		
Approved	d as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved/by Department
<u> </u>	Kalsigh Ragon Kaleigh Ragon, Research Attorney	<u> </u>	Bob Dutton, Assessor-Recorder-County Clerk
Date	03/09/2022	Date	Date 3/16/22

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 PDFTron Systems Inc. ("PDFTron" 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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- **19. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between You and PDFTron 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.** PDFTron 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.
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- **22. PUBLICITY.** You agree that PDFTron 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 PDFTron 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 PDFTron under this Agreement shall be cumulative and may be exercised separately or concurrently.
- **24. NOTICES.** PDFTron may provide any notice required under this Agreement by posting in Your account dashboard or by emailing You at the email PDFTron 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. PDFTron will not be liable for failure to perform any obligation under this Agreement where such failure is due to fire, flood, pandemic, labourmanagement dispute, natural calamity, act of terrorism, or act of the government or if such causes are otherwise beyond its reasonable control.

Last Updated March 11, 2020