

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

February 10, 2026

FROM

LYNN FYHRLUND, Chief Information Officer, Innovation and Technology Department

SUBJECT

Non-Financial Agreements with reMarkable for Digital Writing Tablets

RECOMMENDATION(S)

1. Approve the following non-financial agreements, 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:
 - a. Terms and Conditions Sales of Products – Business, **Contract No. 26-95**
 - b. reMarkable End User License Agreement, **Contract No. 26-96**
 - c. Terms and Conditions for reMarkable Connect for Business, **Contract No. 26-97**
 - d. Terms and Conditions Integrations, **Contract No. 26-98**
 - e. Terms and Conditions for reMarkable Accounts, **Contract No. 26-99**
2. Authorize the Chief Information Officer or Assistant Chief Information Officer to electronically accept the reMarkable agreements referenced in Recommendation No. 1 and any subsequent non-substantive amendments, subject to County Counsel review.
3. Direct the Chief Information Officer or Assistant Chief Information Officer to transmit any subsequent non-substantive amendments that are electronically accepted, to the Clerk of the Board of Supervisors within 30 days of acceptance.

(Presenter Lynn Fyhrlund, Chief Information Officer, 388-5501)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

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

FINANCIAL IMPACT

Approval of this item will not result in the use of Discretionary General Funding (Net County Cost). The Terms and Conditions Sales of Products - Business, reMarkable End User License Agreement (EULA), Terms and Conditions for reMarkable Connect for Business, Terms and Conditions for Integrations and Terms and Conditions for reMarkable Accounts (collectively Agreements) are non-financial in nature and do not commit the County to make any purchases. If future purchases are made under the reMarkable Agreements, the Innovation and Technology Department (ITD), or other applicable County department, will adhere to County purchasing policies and return to the Board of Supervisors for approval, if necessary.

BACKGROUND INFORMATION

ITD and other County departments have identified a need to quickly transcribe handwritten meeting notes for easy digital access, storage, and sharing. reMarkable tablets provide functionality where users can hand-write notes and apply a range of features, including categories, templates, document annotation, and transcribing to a neatly typed document. Users

**Non-Financial Agreements with reMarkable for Digital Writing Tablets
February 10, 2026**

who have purchased reMarkable tablets can also access their County email directly so notes can be shared quickly and making collaborations more efficient. Recently, outreach from County departments to ITD regarding reMarkable tablet use prompted a review of the applicable terms governing the use of the tablets.

reMarkable is headquartered in Oslo, Norway, with no apparent presence within the United States, and the terms and conditions of the Agreements are governed by the laws of Norway. County Counsel is unable to approve the Agreements as to legal form because County Counsel is not sufficiently knowledgeable about the requirements for forming an enforceable Agreement under Norwegian law. Because County Counsel is not able to advise on Norwegian law, there is no specific analysis of possible legal impacts from any Agreement provisions, including those that appear to be inconsistent with County Policy 11-05. If the Board of Supervisors approves the Agreements, it will be subject to the exclusive jurisdiction of the courts located in Norway, to resolve any legal matter arising from the Agreements. The non-standard terms in this contract include:

1. reMarkable may assign the Agreements without notice to the County and without the County's approval.
 - The County standard contract requires that the County must approve any assignment of the contract.
 - Potential Impact: reMarkable 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. Should this occur, the County could be out of compliance with the law until it becomes aware of the assignment and terminates the Agreement. County Counsel cannot advise on whether and to what extent Norwegian law may permit or restrict a party's right to assign without an express provision in the Agreement.
2. There is no provision in the Agreements 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: County Counsel cannot advise on, whether and to what extent, Norwegian law may affect a party's requirement to pay the prevailing party's attorneys' fees and costs in a legal action where no specific provision is provided in the Agreement.
3. The Agreement does not require reMarkable to indemnify the County, as required by County Policies 11-05 and 11-07, including for intellectual property infringement claims for the products and software.
 - 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: 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: County Counsel cannot advise on whether and to what extent Norwegian law may allow the County to require reMarkable to defend or indemnify it absent an express provision in the Agreement. If the County is sued for any claim,

**Non-Financial Agreements with reMarkable for Digital Writing Tablets
February 10, 2026**

including intellectual property infringement based on its use of reMarkable's software or services, the County may be solely liable for the costs of defense and damages, which could exceed the total Agreement amount.

4. The County agrees to defend, indemnify, and hold reMarkable harmless from costs related to (i) any infringement of the intellectual property rights of reMarkable; or (ii) any third party claim that the County's use of the reMarkable products in any way not approved by reMarkable is infringing the intellectual property rights of a third party. The County further agrees to defend, indemnify, and hold reMarkable harmless from costs related to a) the Customer's use of, or inability to use, the Services; (b) the Customer's use of the Services in violation of the Terms, (c) Customer Content, or (d) the Customer's violation of any applicable law or any rights of any third party related to the Customer's use of the Services. The County also agrees to defend, indemnify and hold reMarkable harmless from costs related to: (i) the County's misuse of Integrations (ii) violations of the Terms and Conditions Integrations or terms on the basis of which the relevant Third Party Service provider provides products or services that are subject of integration.
 - The County standard contract does not include any indemnification or defense by the County of a contractor.
 - Potential Impact: County Counsel cannot advise on, whether and to what extent, Norwegian law may limit or expand this Agreement term. By agreeing to indemnify reMarkable, 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 reMarkable without such limitations and the County could be responsible to defend and reimburse reMarkable for costs, expenses, and damages, which could exceed the total Agreement amount.
5. The Agreements do not require reMarkable 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 reMarkable will be financially responsible for claims that may arise under the Agreement, which could result in expenses to the County that exceed the total Agreement amount.
6. reMarkable's's maximum liability to the County related to the purchased products is limited to the amount paid by the County for the products, without exclusion. reMarkable's's maximum liability to the County related to services is limited to the greater of the amount paid by the County in the 12 months prior to the date of event giving rise to the liability of \$10,000, excluding to the extent provided under applicable law, gross negligence, willful misconduct, and indemnification obligations. reMarkable's's maximum liability to the County for use of the software is limited to \$1,000. reMarkable's's maximum liability to the County for use of the integrations is limited to the greater of the total amount paid or \$5.
 - The County standard contract does not include a limitation of liability.
 - Potential Impact: Claims could exceed the liability cap and the Agreement amount leaving the County financially liable for the excess. County Counsel cannot advise on, whether and to what extent, Norwegian law may limit or expand the exclusion of limits to the extent prohibited by applicable law.

**Non-Financial Agreements with reMarkable for Digital Writing Tablets
February 10, 2026**

7. Late payment is subject to interest on any overdue amount pursuant to Act no. 100 of 17 December 1976 concerning interest on late payments, etc. (the Norwegian Interest Act).
 - County standard payment terms are Net 60 days with no interest or late payment penalties.
 - Potential Impact: County Counsel cannot advise on Norwegian law regarding late payment penalties under the Norwegian Interest Act.
8. Venue for disputes arising under the Agreements is in the ordinary courts of Oslo, Norway.
 - County Policy 11-05 requires venue for disputes in Superior Court of California, County of San Bernardino, San Bernardino District.
 - Potential Impact: Having a venue in Oslo, Norway may result in additional expenses that exceed the amount of the Agreement.

ITD recommends proceeding with the reMarkable Agreements based on the innovative value this device provides to County staff, including the streamlining of notetaking, reducing paper usage, and enhancing productivity.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Bonnie Uphold, Supervising Deputy County Counsel, 387-5455) on January 28, 2025; Purchasing (Joni Yang, Buyer III, 387-2463) on January 13, 2026; Risk Management (Stephanie Mead, Staff Analyst II Trainee, 386-9044) on January 5, 2026; and County Finance and Administration (Ivan Ramirez, 387-4020, Administrative Analyst) on January 20, 2026.

**Non-Financial Agreements with reMarkable for Digital Writing Tablets
February 10, 2026**

Record of Action of the Board of Supervisors
San Bernardino County

APPROVED (CONSENT CALENDAR)

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

Lynna Monell, CLERK OF THE BOARD

BY 
DATED: February 10, 2026



cc: IT - Thomas w/agrees
Contractor - c/o IT w/agree
File - w/agree
CCM 02/12/2026