

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



Contract Number

24-96

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 End User License Agreement, 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 _____

reMarkable End User License Agreement

Effective date: 5 November 2025

1. GENERAL

This End User License Agreement (the “**EULA**”) is between reMarkable AS (“**reMarkable**”) and you as a user. reMarkable owns all intellectual property related to its proprietary software. This includes object code for (i) certain software (including embedded fonts and typeface) embedded in the reMarkable tablet (the “**reMarkable Tablet Software**”) and (ii) the reMarkable mobile and desktop apps that can be used in connection with the reMarkable tablet (the “**reMarkable Apps**”). The reMarkable Tablet Software and the reMarkable Apps are together referred to as the “**Software**”.

This EULA applies to you if you use (a) a reMarkable tablet containing the reMarkable Tablet Software, or (b) reMarkable Apps. Merely having access to this EULA on reMarkable’s website does not create a binding agreement. This EULA governs your use of the Software.

Please note that the following are subject to separate terms and conditions, available at www.remarkable.com/legal:

- The purchase of reMarkable hardware and accessories
- The creation and use of reMarkable accounts
- reMarkable Connect subscriptions

A link to reMarkable’s Privacy Policy may be found [here](#).

2. ACCESS AND YOUR USE OF THE SOFTWARE

2.1 Access to the Software

The reMarkable Tablet Software is embedded in the reMarkable tablet and may solely be accessed via such tablet.

The reMarkable Apps can be downloaded from my.remarkable.com (the “**Site**”) and/or certain app stores, and accessed via the device to which it is downloaded and installed. The reMarkable Apps are only compatible with certain operating systems. You can find more information about this at the Site.

2.2 License grant

Provided you comply with the terms and conditions of this EULA, in particular Section 2.3, reMarkable hereby grants you a limited, revocable, nontransferable, non-sublicensable, non-exclusive right during the term of this EULA, to use:

- i. the reMarkable Tablet Software solely on your reMarkable tablet device; and
- ii. the reMarkable Apps on your devices, such as personal computer, tablet and/or phone (as applicable).

2.3 Restrictions on use

Except as and to the extent permitted by licensing terms governing the use of open-sourced components included in the Software or permitted by applicable mandatory law, you as a user shall not and shall not allow any third party to:

- i. use the Software except as expressly permitted under this EULA;
- ii. copy, decompile, disassemble, reverse engineer, attempt to derive the source code or other trade secrets of, decrypt, modify or create derivative works of the Software, or any part thereof;
- iii. distribute, publicly perform, or publicly display the Software;
- iv. remove, alter or obscure any proprietary notices on or in the Software;
- v. interfere with or disrupt the integrity of the Software or data included therein;
- vi. attempt to gain unauthorized access; or
- vii. interfere with other users' use of the Software.

3. Third party software

The Software may be bundled with or otherwise contain certain third-party software subject to separate terms and conditions, which you shall comply with. reMarkable is under no circumstances liable for your non-compliance with such third-party terms and conditions. reMarkable is not required to provide support, maintenance, or updates for third-party components unless otherwise is expressly stated herein.

The terms and conditions for the use of reMarkable Integrations can be found [here](#). More information about other applicable third-party terms and conditions is provided to you by reMarkable upon request.

4. VERSIONS AND UPDATES

reMarkable may, at its sole discretion, release new versions of and updates to the Software. Updates and releases may result in changed appearance and/or functionality of the Software.

You shall always use the latest version of the Software made available to you by reMarkable. reMarkable is under no circumstances liable for your use of an old version of the Software and reserves the right to stop supporting any such old version.

To maintain functionality and/or continued access to the Software, installing updates for the Software may be necessary. You agree that reMarkable may check for new Software versions, and offer download of Software updates onto your device.

5. OWNERSHIP

reMarkable and its licensors shall retain all right, title, interest and intellectual property related to the Software, which is protected by intellectual property laws, including but not limited to copyright laws. Nothing in this EULA shall be construed as a transfer, in whole or in part, of reMarkable's intellectual property.

6. USE OF REMARKABLE'S NAME, LOGO, TRADEMARK, ETC.

You shall under no circumstances use reMarkable's name, logo, trademark or similar without reMarkable's explicit and clearly expressed written consent.

7. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SOFTWARE IS AT YOUR OWN RISK AND THAT THE SOFTWARE IS PROVIDED "AS IS" WITHOUT ANY WARRANTIES OR CONDITIONS WHATSOEVER. REMARKABLE AND ITS LICENSORS DO NOT WARRANT THAT THE FUNCTIONS OF THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. YOU ASSUME RESPONSIBILITY FOR SELECTING THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE USE AND THE RESULTS OBTAINED FROM THE SOFTWARE.

EXCEPT TO THE EXTENT PROHIBITED BY MANDATORY LAW, REMARKABLE AND ITS LICENSORS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES RELATED TO NON-INFRINGEMENT, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES OR RESULTS, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. LIMITATIONS OF LIABILITY

IN NO EVENT SHALL REMARKABLE OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES

WHATSOEVER (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, PERSONAL INJURY, LOSS OF PRIVACY OR OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF USE OR INABILITY TO USE THE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

REGARDLESS OF THE FORM OF ACTION, REMARKABLE'S AND ITS LICENSORS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS EULA SHALL NOT EXCEED USD 1,000 PER INSTANCE. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW.

9. TERM AND TERMINATION

This EULA will commence and be binding upon your use of the Software and shall remain in force for as long as you have access to and/or use the Software, or until terminated by reMarkable.

reMarkable may at any time terminate this EULA with thirty (30) days' prior notice. In the event of a breach of any terms of this EULA by you, reMarkable may terminate this EULA, and revoke any license granted to you herein, with immediate effect.

10. AMENDMENTS

reMarkable may, at any time, amend or modify the provisions of this EULA. You will be notified about any material changes.

Any revised EULA posted at the website below will govern your use of the Software from its stated effective date; continued use thereafter constitutes acceptance of the revised EULA.

The latest version of the EULA is available [here](#).

11. GOVERNING LAW AND LEGAL VENUE

This EULA shall be governed by and construed in accordance with the laws of Norway.

Any and all disputes arising out of the rights and obligations in this EULA shall be submitted to ordinary court proceedings. You accept the Oslo City Court as the exclusive legal venue under this EULA, unless another legal venue is provided under mandatory law.

12. CONTACT INFORMATION

reMarkable AS

Fridtjof Nansens vei 12

0369, Oslo

Norway