

DATABASE INFORMATION AGREEMENT

This Agreement is entered into this 26th of January, 2021, by and between the County of Sonoma, a political subdivision of the State of California, through its Assessor's Office (hereinafter, "County") and ParcelQuest, a California corporation (hereinafter, "ParcelQuest").

RECITALS:

1. ParcelQuest is engaged in the business of acquiring, compiling, arranging, selecting, formatting and distributing for a fee, land records and other data ("Data"), and maps and other images ("Maps"), in electronic form. ParcelQuest sells licensed subscriptions to such Data and Maps in conjunction with data management programs, such as ParcelQuest, which is available in various formats including compact disc and via the ParcelQuest website.
2. The County, by and through the office of the County Assessor ("Assessor's Office") is interested in accessing the Data and Maps for Sonoma County (hereinafter, "the County Area").
3. This Agreement replaces any previous database information agreements between the County and ParcelQuest.
4. Upon the terms and conditions set forth below, ParcelQuest is willing to provide the County with access to Data and Maps for the County Area and to pay the County a fee via the Assessor's Office based on ParcelQuest sales and/or licensing of Data and Maps for the County Area, in exchange for the County providing ParcelQuest with assessor parcel map updates and certain public records created and maintained by the Assessor's Office and Recorder's Office in the format created by the Assessor's Office and Recorder's Office (collectively, the "Records").

TERMS AND CONDITIONS:

1. **Obligations of ParcelQuest:** ParcelQuest agrees, without charge to the County, on an approximately monthly basis and upon receipt of records from the County, to update ParcelQuest's Data and Maps and to provide the County with access to the Data and Maps for the County Area via ParcelQuest data management software, such as ParcelQuest. ParcelQuest shall use due diligence in compiling, arranging, selecting and formatting the Data. Access to the Data and Maps under this Agreement shall be solely for the use by the Assessor's Office and Recorder's Office. The County assumes no liability or responsibility for improper use of such Data or Maps by ParcelQuest or third parties, including other public agencies.
2. **Obligations of Assessor's Office and Recorder's Office:** At a minimum, the Assessor's Office and Recorder's Office shall provide ParcelQuest with Records on a regular basis not less than monthly, and may provide additional records and/or records at an increased frequency at the discretion of the Assessor's Office or Recorder's Office.

3. Right of ParcelQuest to disseminate Data and Maps: Nothing in this Agreement shall be construed as limiting or in any way affecting ParcelQuest's right to sell, distribute and/or license the Data and Maps, in conjunction with data management software or as raw data, to third parties subject to terms and conditions determined solely by ParcelQuest. A portion of the revenue generated from the sale and/or licensing of Data and Maps for the County Area shall be paid by ParcelQuest to the County via the Assessor's Office within 60 days of the end of the calendar year. This payment is to be calculated on the following tiered basis: The sum total amount of twenty percent (20%) of the first \$100,000 in gross annual revenue, plus forty percent (40%) of the second \$100,000 in gross annual revenue, plus fifty percent (50%) of all gross annual revenues above \$200,000 generated from the sale and/or licensing of Data and Maps for the County Area.

4. Rights of the County to disseminate public information. Nothing in this Agreement shall be construed as limiting or in any way affecting the County's rights and obligations with respect to the Records shared with ParcelQuest, including but not limited to its duty to provide public records under the Public Records Act, and its right to provide information and records to the public in any form it wishes, including but not limited to electronic media. The County may also at any time create and distribute its own electronic records, maps, and other information, including but not limited to the dissemination of such materials through the internet. The County may also enter into agreements with other vendors of land records data under similar or different terms. The County assumes no liability or responsibility for misuse of ParcelQuest's Data or Maps by anyone other than duly-authorized employees, officers, or agents of the County. However, the County understands and agrees that the ParcelQuest product, any other data management software provided by ParcelQuest, the Data, and the Maps, are not public records and may not be distributed to the public, and are protected by United States Copyright laws prohibiting the sale, duplication, sublicensing, transfer, or any other form of exploitation, without the written permission of ParcelQuest, and that County's access to and use of ParcelQuest, any other data management software provided by ParcelQuest, the Data, and the Maps, are subject to the terms of the license as expressed herein. Upon the termination or expiration of this Agreement, the protections afforded ParcelQuest to its ParcelQuest product, any other data management software provided by ParcelQuest, the Data, and the Maps, by copyright laws and the terms of this Agreement, shall remain in full force and effect. Any and all implied product warranties are disclaimed unless expressed herein.

5. The County shall have no liability for charges made or incurred by ParcelQuest for compilation, arranging, selecting, formatting or distribution of information taken from records provided to ParcelQuest by the County, or digitizing and processing maps, including any person, agent, employee or contractor into whose custody the records are delivered by the County. All such charges shall be the responsibility of ParcelQuest.

6. In the event the County ceases to provide Records to ParcelQuest, ParcelQuest, at its sole election, may following notice to the County and reasonable opportunity to cure, terminate this Agreement, discontinue access of the Assessor's Office to ParcelQuest Data and Maps. ParcelQuest shall remit a final payment to the County within 60 days of such termination for amounts owed under Section 3 of this Agreement for the partial calendar year.

7. Disclaimer of Partnership or Agency. It is understood and agreed that neither the County, nor any of its employees, is in a relationship of partnership or agency with ParcelQuest. ParcelQuest is an independent contractor and is not an officer, agent, or employee of the County.

8. ParcelQuest understands, and will represent to its customers, that the Records were prepared for assessment purposes only and that the County assumes no liability for the accuracy of the data. ParcelQuest will indemnify, defend, and hold harmless the County, and its officers, agents and employees from and against any and all claims, losses, liabilities, or damages, including payment of attorneys' fees, arising out of or resulting from the use of the Maps or Data by ParcelQuest or any third party, ParcelQuest's performance under this Agreement, or any negligent act or omission of ParcelQuest or anyone directly or indirectly employed by ParcelQuest, regardless of whether caused in part by a party indemnified hereunder. The foregoing right to indemnification shall be in addition to, and not exclusive of, any other legal, equitable or statutory right of indemnification to which the County may be entitled.

9. Term of Agreement: The initial term of the agreement shall be for three (3) years, January 1, 2021 to December 31, 2023, unless terminated by either party, with or without cause, by giving not less than 60 days' written notice.

10. Notices: All notices desired or required to be given pursuant to this agreement shall be in writing and shall be addressed as follows:

Deva Proto
Sonoma County Assessor
585 Fiscal Dr Rm 104F
Santa Rosa, CA 95403

Grant Mulligan
ParcelQuest
193 Blue Ravine Road, Suite 120
Folsom, CA 95630

Either party may by written notice given to the other, change its mailing address.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

COUNTY:

ParcelQuest:

By: Deva Proto

By: Grant Mulligan

Title: CRA-ROV

Title: President

Date: 12/22/2020

Date: 1/22/2021