

EXCHANGE AGREEMENT

This Agreement is entered into this ____ day of _____, 20__, by and between the County of El Dorado, 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 El Dorado 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 Assessor's Office providing ParcelQuest with assessor records created and maintained by the Assessor's Office in the format created by the Assessor's Office ("assessor records").

TERMS AND CONDITIONS:

1. **Obligations of ParcelQuest:** ParcelQuest agrees, without charge to the County, upon receipt of records from the Assessor's Office, 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.com and other products as may be developed by ParcelQuest and contain the Data and/or Maps. 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. The County assumes no liability or responsibility for improper use of such Data or Maps by anyone other than duly authorized County employees, officers, or agents.
2. **Obligations of Assessor's Office:** At a minimum, the Assessor's Office shall provide ParcelQuest with assessor records and original scale copies of parcel maps on a regular basis not less than monthly and may provide additional records and/or records at an increased frequency at Assessor's Office discretion.
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 as twenty percent (20%) of the gross annual revenue generated from the sale and/or licensing of Data and Maps for the County Area. This payment shall be made for only as long as the Assessor's Office provides assessor records and parcel maps to ParcelQuest as specified in Section 2, above.

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 duty to provide copies of certain public records under the Public Records Act, nor the County's 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. 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. This Agreement is contingent upon the Assessor's Office providing assessor records and parcel maps to ParcelQuest as specified in Section 2, above. In the event the Assessor's Office ceases to provide assessor records and parcel maps to ParcelQuest, ParcelQuest, at its sole election, may discontinue access of the Assessor's Office to ParcelQuest, Data and Maps, and immediately cease all payments to County.

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. ParcelQuest shall defend, indemnify, and hold the County harmless for any claims, losses, or damages which are claimed to or in any way arise out of or are connected with the acts or omissions of ParcelQuest or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or

expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of to indemnify and save County harmless includes the duties to defend set forth in Civil Code section 2778.

8. Term of Agreement: The initial term of the agreement shall be for one (1) year, commencing on the date it is executed. Thereafter, the Agreement shall continue in effect until terminated by either party, with or without cause, by giving not less than 60 days' written notice.

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

Jon DeVille
El Dorado County Assessor
360 Fair Ln
Placerville, CA 95667

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: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____