

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License Agreement") is made and entered into at Sacramento, California, effective September 1, 2021 (the "Effective Date"), by and between METROLIST SERVICES, INC., a California corporation ("METROLIST"), and the COUNTY OF EI DORADO, a political subdivision of the State of California ("COUNTY").

1. License to Access METROLIST's Real Estate Database

METROLIST grants to COUNTY a non-exclusive, non-transferable license for authorized employees in COUNTY's assessor's office ("ASSESSOR"), to access METROLIST's multiple listing service database containing real property listings (the "Database"), ONLY for use in determining the value of real property located in El Dorado County for real property tax assessment purposes, open space contract cancellations, or tax default sales. Access to the Database shall be limited to listing information for properties located in El Dorado County by a maximum of three (3) simultaneous authorized users designated as such by ASSESSOR. Such access shall be unlimited in hours of usage, and shall not be subject to any additional time charges by METROLIST. METROLIST may, from time to time during the term of this Agreement, require COUNTY to provide a list of the names of the employees who are authorized by COUNTY to access the Database.

2. Restriction on ASSESSOR's Use of METROLIST's Real Estate Database

a. ASSESSOR's access to the Database shall be used only for determining the value of real property located in El Dorado County and for justifying such valuations, and no portion of or information contained with the Database shall be disclosed in any manner whatsoever by ASSESSOR or ASSESSOR's employees to any other official, division or department of COUNTY, or to any person employed by COUNTY, nor to any other person or entity engaged in law enforcement, nor to any other person or entity to enable or assist in the investigation of a violation of, or to enforce compliance with, any building code, law or other code or regulation, nor for any other purpose whatsoever, including but not limited to, COUNTY's purchase, sale or leasing of real property, or for use in eminent domain proceedings. Except as may be expressly permitted pursuant to this License Agreement, COUNTY agrees it shall not disclose, nor shall it permit any of its agents or employees to disclose, any of the information contained in the Database to any third party without first obtaining the prior written consent of METROLIST, which consent may be given or withheld in METROLIST's sole and absolute discretion. Notwithstanding the aforementioned limitations on use, ASSESSOR may use information obtained from the Database to justify or support ASSESSOR's valuation in any proceeding of the El Dorado County Assessment Appeals Board or in any court proceedings arising therefrom.

b. ASSESSOR's access shall be limited to viewing the information in the Database via computer monitor and to making hard copies of reports about individual properties or screen captures of reports about individual properties for storage as electronic documents for the purposes set forth in section 2.a of this License Agreement. ASSESSOR may not make electronic copies of the information contained in the Database for integration with COUNTY records.

c. COUNTY acknowledges that the Database and the information contained therein (collectively, "Information") constitute the exclusive, copyrighted property of METROLIST. COUNTY shall limit access to the Information to those persons expressly authorized by the terms of this License Agreement. COUNTY acknowledges and agrees that in the event of any threatened or actual unauthorized disclosure of Information in contravention of this License Agreement, monetary damages may be inadequate and METROLIST will therefore

be entitled, in addition to monetary damages, attorneys' fees and costs associated with enforcing its rights herein, to an injunction to prevent such threatened or further disclosure, and to such other equitable relief as may be appropriate.

d. No employee of COUNTY shall permit another person who is not authorized to access the Database to use any identification number, name, code, password or other means provided by METROLIST for accessing the Database. COUNTY shall require each employee as a condition to access the Database to sign a written acknowledgement of employee's agreement to these terms in the form of Exhibit A attached hereto. In the event of a breach of this provision, METROLIST shall have the right to immediately terminate this Agreement or to suspend or terminate the offending user's Database access rights without terminating this License Agreement.

3. METROLIST's Real Estate Database

For purposes of this License Agreement, the Database means any real property listing information for properties located in the County of El Dorado entered into METROLIST's multiple listing service ("MLS") by real estate broker participants and subscribers of the MLS.

4. Term of License

The term of this License Agreement is three (3) years from and after the Effective Date (the "Term"), and the Term will expire as of August 31, 2024, unless sooner terminated as herein set forth.

5. License Fee

In consideration for the license rights granted hereunder, COUNTY agrees to pay to METROLIST a yearly license fee of Five Thousand Four Hundred Dollars (\$5,400.00) (the "License Fee"), which License Fee for the first year shall be payable within ten (10) business days after the complete execution and delivery of this Agreement. The License Fee for the second year shall be payable within ten (10) business days from September 1, 2021.

The total amount of this Agreement shall not exceed \$16,200.00, inclusive of all costs, taxes, and expenses.

Additional simultaneous users may be added at any time during the term of this License Agreement by COUNTY's paying to METROLIST \$150.00 per each additional simultaneous user per month times the number of months remaining in the term of the License Agreement rounded up to a whole month. For example, if COUNTY notifies METROLIST that it wishes to add one (1) simultaneous user when there are ten (10) months left in the Term, COUNTY would pay METROLIST for ten (10) months at \$150.00/month for a total of \$1,500.00 in addition to the License Fee.

6. No Warranties and Limitation of Liability

THE INFORMATION CONTAINED IN THE DATABASE IS OBTAINED FROM INFORMATION INPUT INTO THE MLS BY METROLIST'S PARTICIPANTS AND SUBSCRIBERS. METROLIST MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE INFORMATION CONTAINED IN THE DATABASE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR AS TO THE TIMELINESS, ACCURACY AND COMPLETENESS OF THE INFORMATION CONTAINED THEREIN.

IN NO EVENT WILL METROLIST BE LIABLE TO COUNTY OR ANY OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL COSTS OR DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY LOST REVENUE OR PROFITS, BASED ON ANY CLAIM, WHETHER IN CONTRACT OR TORT, ARISING OUT OF OR RELATED TO THIS LICENSE AGREEMENT OR THE USE OF THE DATABASE.

7. Termination by METROLIST

Notwithstanding any other provisions set forth in this License Agreement, METROLIST may immediately upon written notice terminate this License Agreement during the term hereof, if (a) COUNTY or any of its employees uses or permits the use of any information obtained from the Database other than for the purposes herein set forth, or (b) breaches any other provision of this License Agreement. In the event METROLIST terminates this License Agreement for any of the reasons set forth herein, COUNTY'S and ASSESSOR's access to the Database shall terminate and COUNTY shall not be entitled to any refund of fees paid to METROLIST. Provided further, that if COUNTY, ASSESSOR, or any of COUNTY'S employees uses or permits the use of any information obtained from the Database in violation of this Agreement, METROLIST shall be entitled to injunctive relief and/or damages in an amount equal to any consideration or benefits received by COUNTY or any of its employees, plus attorneys' fees.

8. Changes to Agreement

This License Agreement may be amended by mutual consent of the parties hereto. Said amendment shall become effective only when in writing and fully executed by duly authorized officers of both parties hereto.

9. Force Majure

METROLIST's performance herein shall be extended or excused totally if performance is delayed or prevented by causes beyond its control, including, but not limited to, power failure, equipment failure, computer program failure, telecommunication network failure including telephone lines, flood, earthquake, civil commotion, strikes, riot, fire, legal restrictions or non-availability of labor and/or materials and the like.

10. Notices

All notices herein provided to be given, or which may be given by either party to the other, should be deemed to have been fully given when made in writing and deposited with the United States Postal Service, postage prepaid and addressed as follows:

MetroList Services, Inc.
Attention: CEO
P.O. Box 340340
Sacramento, CA 95834

County of El Dorado
Office of the Assessor
360 Fair Lane
Placerville, CA 95667

11. Assignment

Neither this License Agreement, nor any of the rights or benefits hereof, shall be assigned, sublicensed, sold, or otherwise transferred, by COUNTY without the prior written consent of METROLIST, which consent may be given or withheld in METROLIST's sole and complete discretion.

12. Governing Law

This License Agreement shall be construed and interpreted in accordance with the laws of the State of California. Venue of any action brought to enforce, interpret, or for the breach of this Agreement shall be in the Superior Court for the County of Sacramento, State of California.

13. Integrated Agreement: Modifications

This License Agreement supersedes all prior oral or written agreements between the parties in any manner relating to the subject matter hereof, contains all the agreements of the parties concerning such subject matter and shall not be amended or modified except by a written instrument executed by both parties.

14. Attorneys' Fees


In any action arising out of this License Agreement or the relationship of the parties to this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs incurred, which shall include any such fees and costs incurred in connection with a bankruptcy proceeding, at trial, and on any appeal.

15. Indemnity by COUNTY

To the fullest extent permitted by law, Contractor shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Consultant 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 Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

16. Contract Administrator

The County Officer or employee with responsibility for administering this Agreement is Karl Weiland, Assessor, or successor.


METROLIST SERVICES, INC.
By: _____
William S. Miller, CEO

Dated: 10-29-2021

OFFICE OF THE ASSESSOR
By:  _____
Karl Weiland

Dated: 10/28/2021

El Dorado County Purchasing Agent

Dated: _____