

DATABASE INFORMATION AGREEMENT

This Agreement is entered into this 5th day of November, 2019, by and between the County of San Benito, a political subdivision of the State of California (hereinafter, "County"), through its Tax Collector's Office (hereinafter, "Tax Collector") 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 Tax Collector is interested in accessing the Data and Maps for San Benito County (hereinafter, "the County Area").

3. This Agreement replaces any previous database information agreements between the County and ParcelQuest pertaining only to the Tax Collector's Office. Any other agreements between the County and ParcelQuest remain in effect and are not amended, superceded or replaced by this agreement.

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, in exchange for the Tax Collector's Office providing ParcelQuest with tax records created and maintained by the Tax Collector's Office in the format created by the Tax Collector's Office ("Tax Collector records").

TERMS AND CONDITIONS:

1. **Obligations of ParcelQuest:** ParcelQuest agrees, without charge to the County, upon receipt of records from the Tax Collector, to update ParcelQuest's Data and Maps and to provide the Tax Collector 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 use by the Tax Collector's Office. The County assumes no liability or responsibility for improper use of such Data or Maps by other public agencies.

2. **Obligations of Tax Collector's Office:** At a minimum, the Tax Collector's Office shall provide ParcelQuest with non-confidential Tax Collector records on a regular basis not less than monthly, and may provide additional records and/or records at an increased frequency at Tax Collector's Office's 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.

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. 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. This Agreement is contingent upon the Tax Collector's Office providing Tax Collector records and parcel maps to ParcelQuest as specified in Section 2, above. In the event the Tax Collector's Office ceases to provide Tax Collector records to ParcelQuest, ParcelQuest, at its sole election, may discontinue access of the Tax Collector's Office to ParcelQuest, Data and Maps.

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 incurred by the County as a result of ParcelQuest's use of records and maps provided by the County under this Agreement.

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:

Melinda Casillas
San Benito County Tax Collector
4982 10th Street
Hollister, CA 95023

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: Grant Mulligan

Title: Mark Medina, Chair

Title: President

Date: _____

Date: 11/8/2019

APPROVED AS TO LEGAL FORM:
San Benito County Counsel's Office

By: Shirley L. Murphy

Title: Shirley L. Murphy, Deputy County Counsel

Date: Nov. 12, 2019