

EXCHANGE AGREEMENT

This Agreement is entered into this 7th day of September, 2021, by and between the County of Siskiyou, a political subdivision of the State of California (hereinafter, "the County" or "Recorder's Office") and CD-DATA dba ParcelQuest, a California corporation (hereinafter, "ParcelQuest").

RECITALS:

1. ParcelQuest is engaged in the business of acquiring, compiling, arranging, selecting, formatting, copying and distributing, for a fee, the Recorder's Office Official Records & indexes hereinafter referred to as Recorder's data ("Data") in electronic form. ParcelQuest sells licensed subscriptions to such Data in conjunction with its data management programs and websites, for example ParcelQuest.com and ParcelQuest Lite ("PQLite"), and in other formats.

2. The County, by and through the Recorder's Office, is interested in accessing the Data for Siskiyou County ("County Area") and/or making the Data available to the public by linking ParcelQuest data management websites to the Recorder's Office website as authorized by ParcelQuest.

3. Upon the terms and conditions set forth below, ParcelQuest is willing to provide the Recorder's Office with access to the Data, via all of ParcelQuest's available products and formats, and to pay the Recorder's Office a fee based on ParcelQuest sales and/or licensing of the Data, in exchange for the Recorder's Office providing ParcelQuest with recorder official records created and maintained by the Recorder's Office in the format created by the Recorder's Office ("Recorder Official Records"). Recorder Official Records shall be limited to electronic grantor-grantee indexes, electronic document images, electronic document images and indexes of Deed books and such other records as shall be approved by the Recorder for inclusion in this agreement from time to time. Nothing in this Agreement shall prevent ParcelQuest from marketing, licensing or selling the Data to third parties, at fees determined solely by ParcelQuest, and the parties acknowledge that the Data in conjunction with its data management programs is the property of ParcelQuest and subject to copyright protection.

TERMS AND CONDITIONS:

1. **Obligations of ParcelQuest:** ParcelQuest agrees, without charge to the Recorder's Office, upon receipt of recorder official records from the Recorder's Office, to update ParcelQuest's Data and to provide the County with access to the County Area Data via all ParcelQuest products as may be requested by the Recorder's Office. ParcelQuest shall use due diligence in compiling, arranging, selecting and formatting the Data. Access to the County Area Data under this Agreement shall be solely for the use of the Recorder's Office except in the case of PQLite, which shall be provided to the Recorder's Office for the express purpose of public access via the Recorder's Office website.

2. **Obligations of Recorder's Office:** The Recorder's Office shall provide ParcelQuest with recorder official records at its discretion and convenience.

3. **Right of ParcelQuest to disseminate Data:** 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, 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 the County Area Data shall be paid by ParcelQuest to the Recorder's Office within 60 days of the end of the calendar year. This payment is to be calculated as the sum total of twenty percent (20%) of all gross

revenue from the sale of electronic document images provided by the County to ParcelQuest for the County Area and sold through all products or means. This payment shall be made for only as long as the Recorder's Office provides recorder official records to ParcelQuest as specified in Section 2, above.

4. Rights of the County to Disseminate Data. 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. However, the County understands and agrees that the ParcelQuest product, any other data management software provided by ParcelQuest, and the Data, are not public records and may not be distributed to the public, and that County's access to and use of ParcelQuest, any other data management software provided by ParcelQuest, and Data, shall be subject to ParcelQuest's licensing agreement. However, the County may at any time create and distribute its own electronic records 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 recorder official records under similar or different terms. The County assumes no liability or responsibility for misuse of ParcelQuest's Data by anyone other than duly-authorized employees, officers, or agents of the County.

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 recorder records provided to ParcelQuest by the County, 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. Disclaimer of Partnership or Agency. It is understood and agreed that neither the County nor the Recorder's Office, nor any of their respective 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 either the Recorder's Office or 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 recorder records provided by the County under this Agreement.

7. Term of Agreement: The initial term of the agreement shall be for fifty (50) years, commencing on the date it is executed. After the first year of the initial term, the Agreement shall continue in effect for the remainder of the initial term until terminated by either party, with or without cause, by giving not less than 60 days' written notice.

8. If at any time all or part of this agreement is determined to be in violation of any state or federal statute, and in particular the California Public Records Act, ParcelQuest will immediately cease all sales of its product and shall recall its product from its customers if so requested to do so by the County Recorder. Notification of such violation shall be in writing citing the basis of such violation and may be issued by the County Recorder, the County Recorder's designated representative, or legal counsel.

10. Governing Law And Jurisdiction: In addition to Sacramento County, the County shall be added to the venues where the parties' rights to pursue injunctive relief may be brought.

11. No Amendments shall be made to this agreement unless both parties agree in writing and the writing is signed by both parties.

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

To County:	To ParcelQuest:
Craig Kay	Grant Mulligan
Siskiyou County Recorder	ParcelQuest
311 4th St, Rm 101	193 Blue Ravine Road, Suite 120
Yreka, CA 96097	Folsom, CA 95630

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

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SISKIYOU

Date: _____

RAY A. HAUPT, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

CONTRACTOR: ParcelQuest

Date: _____

Grant Mulligan
President

Date: _____

Gina Mulligan
Corporate Secretary

License No.: N/A

(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. 33-0709168

ACCOUNTING:

Fund	Organization	Account	Activity Code (if applicable)
1001	207010	560100	