

EXCHANGE AGREEMENT

This Agreement is entered into this _____ day of _____, 20____, by and between the County of Tehama, 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, ParcelQuest Lite (“PQLite”), Guard Dog, and in other formats.
2. The County, by and through the Recorder’s Office, is interested in accessing the Data for Tehama 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 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, such as ParcelQuest Guard Dog and a weekly updated set of recording notifications letters in pdf format suitable for mailing to property owners of record in compliance with California Government Code section Section 27297.7. 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 use by the Recorder’s Office except in the case of PQLite, Guard Dog, or similar products 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, but shall at a minimum provide, 1) Daily updates of the Recorder’s Grantor/Grantee Index, 2) Daily updates of newly recorded real property document images, and 3) A one-time copy of the Recorder’s complete archive of real property document images.

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.

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 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.

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:
Sean Houghtby	Grant Mulligan
Tehama County Recorder	ParcelQuest
PO Box 428	193 Blue Ravine Road, Suite 120
Red Bluff, CA 96080	Folsom, CA 95630

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

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

COUNTY:

ParcelQuest:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____