**Before the Board of Supervisors in and for the
County of Monterey, State of California**

Agreement No. A-12006

a. Authorize the termination of the Addendum (GIS Base)
   Map component) to the GIS Data and Map License)
   Agreement (April 2000 Database Information Sharing)
   Agreement) with CD-DATA, effective August 15, 2011;)
b. Authorize the County to exercise the Option to obtain)
   the final Maps and Data pursuant to the terms of the)
   Addendum to the Agreement for the predetermined price)
   of $47,909.20 from Account No. 001-1930 8137)
   (INF002-GIS) (4/5ths vote required); and)
c. Authorize the County Assessor-Clerk-Recorder to)
   execute all necessary documents to facilitate the)
   Termination of the Addendum and exercise of the)
   Option...)

Upon motion of Supervisor Salinas, seconded by Supervisor Armenta, and carried by those members present, the Board hereby;

a. Authorized the termination of the Addendum (GIS Base Map component) to the GIS Data and Map License Agreement (April 2000 Database Information Sharing Agreement) with CD-DATA, effective August 15, 2011;
b. Authorized the County to exercise the Option to obtain the final Maps and Data pursuant to the terms of the Addendum to the Agreement for the predetermined price of $47,909.20 from Account No. 001-1930 8137 (INF002-GIS) (4/5ths vote required); and
c. Authorized the County Assessor-Clerk-Recorder to execute all necessary documents to   facilitate the Termination of the Addendum and exercise of the Option.

PASSED AND ADOPTED on this 14th day of June, 2011, by the following vote, to wit:

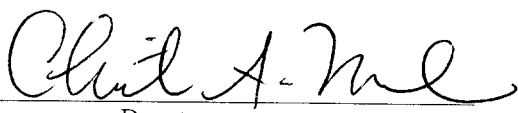AYES: Supervisors Armenta, Calcagno, Salinas, Parker, and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 75 for the meeting on June 14, 2011.

Dated: June 16, 2011   Gail T. Borkowski, Clerk of the Board of Supervisors
Revised: July 7, 2011   County of Monterey, State of California

By _____
                   Deputy

ADDENDUM TO DATABASE INFORMATION AGREEMENT

This Addendum ("Addendum") is entered into this _4th_ day of _January_ , 2006, by and between the County of Monterey, a political subdivision of the State of California (hereinafter, "the County" or "Assessor's Office") and CD-DATA, a California corporation (hereinafter, "CD-DATA").

GIS BASEMAP AGREEMENT

RECITALS:

1.   This Addendum provides additional terms to the Database Information Agreement entered into between the parties dated April 11, 2000, ("Agreement") a copy of which is attached hereto as Exhibit A. The terms used in this Addendum shall have the same meaning as those terms were given in the Agreement, unless otherwise stated herein.

This GIS Base map Agreement ("GIS Base map Agreement") is entered into this _4th_ day of _January_ , 2006, by and between the County Assessor's Office, a political subdivision of the State of California (" Licensee"), in the County of Monterey ("the County") and CD-DATA, a California corporation (hereinafter, "CD-DATA").

2.   The County's Assessor's Office ("the Assessor") currently has a working relationship with CD-DATA, whereby CD-DATA provides the Assessor with access to Data and Maps for the County area ("the County Area") and pays the Assessor a fee based on CD-DATA sales and/or licensing of Data and Maps for the County Area, in exchange for the Assessor providing CD-DATA with assessor records created and maintained by the Assessor in the format created by the Assessor ("Assessor Records").

3.   Licensee is interested in accessing the County GIS Base map and CD-DATA is willing to provide access to the County GIS Base map, under the terms set forth herein.

4.   CD-DATA shall provide Licensee with access to the County GIS Base map and pay the Assessor a fee based on CD-DATA sales and/or licensing of the County GIS Base map, in exchange for the consideration described herein, and contingent upon the Assessor continuing to provide CD-DATA with Assessor Records. Assessor Records include but are not limited to real property ownership data, property sales data, new/updated property characteristics information, and Assessor parcel maps. Nothing in this GIS Base map Agreement shall prevent CD-DATA from marketing, licensing or selling the County GIS Base map to third parties, at fees determined solely by CD-DATA, and the parties acknowledge that the County GIS Base map as modified and maintained by CD-DATA is the property of CD-DATA and may be subject to copyright protection.

TERMS AND CONDITIONS:

1.   Obligations of CD-DATA: CD-DATA agrees, without charge to Licensee, on at least a monthly basis, upon receipt of Assessor Records from the Assessor, to update the County GIS Base map and to provide Licensee with access to the County GIS Base map. CD-DATA shall use due diligence in compiling, arranging, selecting and formatting the County GIS Base map.

ADDENDUM TO DATABASE INFORMATION AGREEMENT

2.   Obligations of Licensee: Licensee shall provide CD-DATA with a one-time copy of the County's own GIS layers, including at a minimum any APN's, parcel boundary layers, street centerline layers, and water body layers owned or maintained by Licensee within 30 days of the commencement of this GIS Base map Agreement, including non-exclusive, unrestricted rights to use, modify or redistribute the layers at CD-DATA's sole discretion.

3.   Revenue sharing Basis: A portion of the revenue generated from the sale and/or licensing of the County GIS Base map shall be paid by CD-DATA to the County's Assessor within 60 days of the end of the calendar year. This payment amount shall be based on the revenues received from sales by CD-DATA of the County GIS Base map, as a proportion of the total revenues received from sales of the Data and Maps of the County Area and the County GIS Base map ("total County revenue"), where the total County revenue is calculated on the following tiered basis: The sum total amount of twenty percent (20%) of the first $100,000 in gross annual revenue, plus forty percent (40%) of the second $100,000 in gross annual revenue, plus fifty percent (50%) of all gross annual revenues above $200,000 generated from the sale and/or licensing of Data and Maps for the County Area and the County GIS Base map. This payment shall be made for only as long as the Assessor provides Assessor Records and parcel maps to CD-DATA as specified in the Recitals, above.

4.   Rights of Licensee. Nothing in this GIS Base map Agreement shall be construed as limiting or in any way affecting Licensee's ability or duty to provide copies of certain public records under either the Public Records Act, or Licensee's right to provide information and records to the public in any form it wishes, including but not limited to electronic media. However, Licensee understands and agrees that the ParcelQuest product, any other software provided by CD-DATA, and the County GIS Base map, are not public records and may not be distributed to the public, except as otherwise stated in this Paragraph 4, and that County's access to and use of ParcelQuest, any other software provided by CD-DATA, and the County GIS Base map, shall be subject to CD-DATA's licensing agreement, a copy of which is attached hereto as Exhibit B, and CD-DATA's GIS DATA Use Agreement, a copy of which is attached hereto as Exhibit C. Access to the County GIS Base map under this Agreement shall be restricted to Licensee, with the exception that Licensee may give other County departments access to the County GIS Base map provided no organization or individual outside the County is given subsequent access without CD-DATA's express written consent, which shall not be unreasonably withheld. Licensee 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. Licensee may also enter into agreements with other vendors of land records data under similar or different terms. Licensee assumes no liability or responsibility for misuse of CD-DATA's County GIS Base map by anyone other than duly-authorized employees, officers, or agents of the County.

5.   Licensee shall have no liability for charges made or incurred by CD-DATA for compilation, arranging, selecting, formatting or distribution of information taken from assessor records provided to CD-DATA by the Assessor, or digitizing and processing maps, including any person, agent, employee or contractor into whose custody the records are delivered by the Assessor. All such charges shall be the responsibility of CD-DATA.

ADDENDUM TO DATABASE INFORMATION AGREEMENT

6. Disclaimer of Partnership or Agency. It is understood and agreed that neither Licensee nor the Assessor, nor any of their respective employees, is in a relationship of partnership or agency with CD-DATA. CD-DATA is an independent contractor and is not an officer, agent, or employee of Licensee, the Assessor or the County.

7. Term of Agreement: The initial term of the GIS Base map Agreement shall be for one (1) year, commencing on the date it is executed. Thereafter, the GIS Base map Agreement shall automatically renew for additional one year terms unless terminated by either party, with or without cause, by giving not less than 60 days' written notice.

8. Notices: All notices desired or required to be given pursuant to this GIS Base map Agreement shall be in writing and shall be addressed as follows:

Steve Vagnini   Grant Mulligan
Monterey County Assessor   CD-DATA
PO Box 570   2330 E. Bidwell Street, Suite 200
Salinas, CA 93902   Folsom, CA 95630

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

9. License Purchase Option: After the initial term and upon termination of this GIS Base map Agreement by either party, Licensee shall have the right to purchase the most current County GIS Base map available from CD-DATA ("Option"). The Option must be exercised in writing by Licensee within 60 days of termination of this GIS Base map Agreement. The Option price shall be calculated based on the following: $0.10 per parcel contained on the County GIS Base map at the time of exercising the Option, multiplied by the number of full or partial years that have passed since the effective date of this GIS Base map Agreement. The County GIS Base map shall be delivered to Licensee within thirty (30) days of receipt of full payment by CD-DATA of the Option price. Upon Licensee's exercise of the Option under this GIS Base map Agreement, the County GIS Base map in Licensee's possession and the County GIS Base map in CD-DATA' possession will be treated as separate products under the independent ownership and control of Licensee and CD-DATA, respectively. All future edits, modifications, derivative products, or other alterations made through the independent effort and expense of each party to its own base map will be considered the copyrightable work product of that party and the other party will have no claim of right or ownership to it.

IT WITNESS WHEREOF, the parties have executed this GIS Base map Agreement as of the date first written above.

Licensee: ___Monterey County Assessor___ CD-DATA

Date: ___/-4-07___   Date: ___12-18-2006___

By: _____ PURCHASING MANAGER By: ___Grant Mulligan___
     COUNTY OF MONTEREY   President, CD-DATA

Approved as to Form
_____ J Mauk
Deputy County Counsel

Exhibit "A"

💿 CD-DATA

7525 Mission Gorge Road, Suite I   San Diego, California 92120   (619) 265-2586

DATABASE INFORMATION SHARING AGREEMENT

1. Parties: The parties to this Database Information Sharing Agreement (*Agreement*) are the County of Monterey (*County*) and CD-DATA, a California corporation (*CD-DATA*).

2. Recitals: CD-DATA is engaged in the business of providing the storage of data and digitized maps into a highly compact form. The County, by and through the office of its Assessor, is interested in obtaining storage of the public information kept by the Assessor's Office in the CD format. Upon the terms and conditions set forth below, CD-DATA is willing to convert the data presently kept in magnetic tape and map form by the Assessor to CD, and to provide the Assessor's Office monthly upgrades of such data and scanned images in CD form. CD-DATA shall have the non-exclusive right to market and sell such data to the public. Now, therefore, the parties agree as follows:

3. Obligations of CD-DATA: Understanding that all maps put into electronic form by CD-DATA are the property of CD-DATA until such time as the Assessor's Office shall alter them either in form or content CD-DATA agrees, without charge to the Assessor's Office, on a monthly basis, upon receipt of data from the Assessor's Office, to produce a set of CD-ROM discs containing such data and to provide such discs to the Assessor's Office within 15 days after receipt of data from the Assessor's Office. CD-DATA shall use due diligence to ensure the accuracy of the transfer of the data to the CD-ROM discs.

4. Obligations of Assessor's Office: The Assessor's Office shall provide CD-DATA monthly magnetic copies of the Assessor's public database files and 11" x 17" copies of the Assessor's maps, which will be used by CD-DATA. CD-DATA shall return the magnetic tapes to the Assessor's Office after processing them.

5. Right of CD-DATA to Disseminate Data: CD-DATA shall have the right, on a non-exclusive basis, to market the information provided by the Assessor's Office. It is further agreed that a portion of the revenue generated from the sale of data and maps supplied by the county shall be paid to the Assessor's Office within 60 days of the end of the calendar year. This portion is to be calculated on the following tiered basis: The sum total of twenty percent (20%) of the first $100,000 in gross annual revenue, plus forty percent (40%) of the second $100,000 in gross annual revenue, plus fifty percent (50%) of all gross annual revenues above $200,000 generated from the sale of maps and information supplied by the Assessor's Office. In no event shall the Assessor's Office be obligated to make payments of any amount to CD-DATA under the terms of this agreement.

6. Disclaimer of Partnership or Agency: It is understood and agreed that neither the County nor the Assessor's Office, nor any of their respective employees, is in a relationship of partnership or agency with CD-DATA. CD-DATA is an independent contractor and is not an office, agent, or employee of either the Assessor's Office or the County. CD-DATA agrees to carry and maintain in force at all times general liability insurance, naming the County as an additional insured on the policy.

7. Term of Agreement: The term of the agreement shall be for one (1) year, commencing on the date it is executed. After the initial one year term, this agreement shall be automatically renewed annually for periods of one additional year unless either party provides to the other, in writing, a notice of non-renewal 90 calendar days prior to the expiration of the current annual period.

8. Notices: All notices given pursuant to this agreement shall be in writing and shall be addressed as follows:

Joseph Pitta   Grant Mulligan
County of Monterey   CD-DATA
PO Box 570   7525 Mission Gorge Road, Suite I
Salinas, CA 93902   San Diego, CA 92120
Either party may, by written notice given to the other, change its mailing address.

Exhibit "A"

IN WITNESS WHEREOF, the parties have executed this agreement as of the date written below

Dated: _____4/11/00_____   _____4. 7- 00_____
                    COUNTY   CD-DATA, Inc.

By: _____   By: _____
       Assessor, County of Monterey   Grant Mulligan, President

APPROVED AS TO FORM:

_____, Deputy County Counsel

By: _____

Exhibit "B"

CD-DATA APPLICATION SOFTWARE LICENSE AGREEMENT WITH MONTEREY COUNTY

ParcelQuest Online, ParcelQuest, PQ Maps, CD Assessor

This is a license, not a sale. This application software is provided under the following license which defines what you may do with the software and contains limitations on warranties and/or remedies.

1. GRANT OF LICENSE. This CD-DATA License Agreement ("License") permits you to use the CD-DATA software, Derivatives of GIS Products, and data provided to you by CD-DATA or accessible via a login provided to you by CD-DATA in the manner set forth herein subject to the permissions granted to you in the attached Database Information Agreement.

2. TERM OF LICENSE. Except in the case of failure by you to abide by the terms of this License, this License shall expire upon the termination of the attached Database Information Agreement. In the case of failure by you to abide by the terms of this License, all rights and privileges granted herein shall be immediately revoked. You must agree, upon termination, to destroy all copies of the CD-DATA software and data in your possession. The limitation of warranties and liability set out below shall continue in full force even after termination.

3. RESTRICTIONS ON USE. Under no circumstances may you redistribute, sell, or publish the software or any of its contents, export more than 5,000 records in whole or in part per month from any database distributed with the software, perform automated database searches, or utilize any data and/or images provided with the software for use with any other commercial application(s) for sale or distribution, without the written permission of CD-DATA. Nor may you use the software and/or data, or make copies of it, except as permitted in this License. This License is granted on the strict conditions that you will employ all reasonable means to ensure that no unlicensed person or entity installs or uses this software, nor allow anyone deemed to be in conflict with the interests of CD-DATA to have access to this software.

4. COPYRIGHT. This Software (including software, any images, data, photographs, animations, video, audio, music, and text incorporated into, accessible with, or provided for use with the software) is owned or licensed by CD-DATA and is protected by the United States copyright laws and international treaty provisions. The copyright and all other rights to the software shall remain with CD-DATA and its licensors. No part of the software may be sold, licensed, leased, duplicated, transferred or in any other manner commercially exploited except with the express written consent of CD-DATA. You agree to take reasonable measures to ensure that such unauthorized use is not achieved. You may not copy the printed materials accompanying the software, nor print copies of any user documentation provided in "online" or electronic form.

5. OTHER RESTRICTIONS/COMPLIANCE WITH LAWS. You may not reverse engineer, decompile, or disassemble the software, except to the extent that the foregoing restriction is expressly prohibited by applicable law. You shall use the data and images in accordance with the law. You shall not post on the Internet the home address or telephone number of any elected or appointed official without first obtaining the written permission of that individual, and you shall not knowingly post on the Internet, or host or provide service to an Internet Web site that posts, or disclose, the home address or telephone number of any elected or appointed official, or of the official's residing spouse or child, in violation of California Government Code Section 6254.21. You shall not use the data contained in or accessible via this software with an intent to cause bodily harm or to threaten bodily harm to any person. You agree to indemnify, defend and hold harmless CD-DATA and its employees from and against all liabilities, claims, damages, costs, losses, and expenses, including attorney's fees and costs and expenses of litigation or arbitration, of every kind and nature. resulting from your failure to use the data and images in accordance with the law and this provision.

6. LIMITED WARRANTY. CD-DATA warrants that the software will perform substantially in accordance with the accompanying printed materials for a period of ninety (90) days from the date of receipt. Any implied

Exhibit "B"

warranties on the software are also limited to ninety (90) days. Some states/jurisdictions do not allow limitations on duration of an implied warranty, so the above limitation may not apply to you.

7. CUSTOMER REMEDIES. CD-DATA's entire liability and the entire liability of any licensors contributing data to the software, and your exclusive remedy shall be, at CD-DATA's option, either (a) return of the price paid or (b) repair or replacement of the software that does not meet CD-DATA's Limited Warranty and that is returned to CD-DATA with a copy of your receipt. This Limited Warranty is void if failure of the software has resulted from accident, abuse, or misapplication. Any replacement will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

8. NO OTHER WARRANTIES with the exception of paragraph 6, above. To the maximum extent permitted by applicable law, CD-DATA and the licensors contributing to the software disclaim all other warranties, either express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose, with respect to the software and the accompanying written materials. This limited warranty gives you specific legal rights. You may have others, which vary from state/jurisdiction to state/jurisdiction.

9. NO LIABILITY FOR CONSEQUENTIAL DAMAGES. To the maximum extent permitted by applicable law, in no event shall CD-DATA or the licensors contributing to the software be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use or inability to use this software, even if CD-DATA or the licensors have been advised of the possibility of such damages.

10. ASSIGNMENT. You may not assign or otherwise transfer this License to anyone, without CD-DATA'S prior written consent.

11. COMPLETE AGREEMENT. This License and Database Information Agreement is the complete agreement between the parties, which supercedes and merges all prior understandings or agreements, whether oral or written, between the parties relating to use of the software.

12. NO WAIVER. The waiver or failure of a party to exercise any right provided for herein shall not be deemed a waiver of any further right under this License.

13. SEVERABLE. If any provision of this License is invalid, illegal, or unenforceable under any applicable statute or law, it is to that extent to be deemed omitted. The remainder of this License shall remain valid and enforceable to the maximum extent possible.

14. GOVERNING LAW AND JURISDICTION. The parties understand that the License and the resolution of any dispute related to the License shall be governed under the laws of the State of California, without giving effect to any principles of conflicts of law. Any legal action or proceeding for injunctive relief relating to the License shall be brought exclusively in a federal or state court of competent jurisdiction in the State of California, Monterey County.

15. ATTORNEYS FEES. In the event that legal action, arbitration or any other proceeding (legal, equitable, administrative or otherwise) is instituted by any party to this License to enforce or interpret the provisions of this License, the prevailing party shall be entitled to recover reasonable costs and expenses, including actual attorneys' fees, from the non-prevailing party.

If you have any questions regarding this agreement, please contact CD-DATA by Email or in writing at:

CD-DATA
2330 East Bidwell Street, Suite 200
Folsom, CA 95630
sales@cd-data.com

Exhibit "C"

GIS DATA USE AGREEMENT

1. DEFINITIONS

The capitalized terms used in this document shall have the following meanings:

"AGREEMENT" is the Database Information Agreement between COUNTY and CD-DATA.

"COUNTY" is the County of Monterey, a political subdivision of the State of California.

"USER" is CD-DATA Inc., a California Corporation.

"PRODUCT" means County GIS Database.

"DERIVATIVE" means CD-DATA developed GIS Products as defined in paragraph 2 of the Terms and Conditions portion of the Addendum.

2. NON-EXCLUSIVE USE GRANT

A. COUNTY is the designer, developer, and rightful owner of the copyrighted PRODUCT and shall retain all rights, title, interest, and copyright in the PRODUCT.

B. COUNTY hereby authorizes USER to create a DERIVATIVE(s) of the PRODUCT by compiling, arranging, selecting, and formatting the PRODUCT, or the information and data contained within the PRODUCT, in electronic form.

C. COUNTY hereby authorizes USER to market, license, or sell the DERIVATIVE created pursuant to paragraph B, in conjunction with data management software or as raw data to third parties, subject to terms and conditions determined solely by USER.

D. USER shall not sell, market, transfer, assign, or license the PRODUCT to any third party, post the PRODUCT or otherwise make the PRODUCT available over the Internet, or make any other use of the PRODUCT not specifically set forth herein. This paragraph shall not relate to the DERIVATIVE.

3. TERM

A. If USER fails to comply with any of the terms and conditions provided herein, COUNTY may at its option, and in addition to any other remedies that it may be entitled to, terminate this Use Agreement and require USER to return the PRODUCT to COUNTY or destroy all copies of the PRODUCT, as directed by COUNTY in writing.

B. USER's right to sell, market, transfer, assign, or license to any third party DERIVATIVE shall survive termination of this AGREEMENT, whether this AGREEMENT is terminated by COUNTY or by USER, and whether this AGREEMENT is terminated with or without cause.

4. ASSIGNMENT

No interest herein may be assigned or transferred, in whole or in part, without the prior written consent of COUNTY and any attempt to do so shall be a material breach of the AGREEMENT and shall render such assignment null and void.

5. LIMITATION OF LIABILITY

COUNTY shall not be liable for any activity involving the installation of the DERIVATIVE, its use, nor the results obtained from such use. IN NO EVENT SHALL COUNTY BE LIABLE TO USER OR ITS CUSTOMERS OR END USERS FOR ANY DAMAGE WHATSOEVER (INCLUDING, BUT NOT LIMITED

Exhibit "C"

TO, ANY DAMAGES FOR LOST PROFITS OR LOST REVENUE, BUSINESS INTERRUPTION, LOSS OF DATA, LOSS OF USE OF SOFTWARE, CLAIMS BY THIRD PARTIES, OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES) ARISING OUT OF THE USE OF OR INABILITY TO USE THE DERIVATIVE OF THE PRODUCT CREATED BY USER, EVEN IF COUNTY HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.

6. <u>DISCLAIMER OF WARRANTY</u>

NEITHER COUNTY NOR ITS SOURCES OF INFORMATION GUARANTEE OR WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION CONTAINED IN THE DERIVATIVE AND SHALL NOT BE LIABLE TO USER FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY THE ACTS OR OMISSIONS OF THE COUNTY, ITS PERSONNEL, CONSULTANTS, OR SOURCES OF INFORMATION, WHETHER NEGLIGENT OR OTHERWISE, IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING OR DELIVERING THE INFORMATION CONTAINED IN THE PRODUCT. THE COUNTY IS PROVIDING THE PRODUCT TO USER WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE PRODUCT IS PROVIDED "AS IS."

7. INDEMNIFICATION

USER agrees to defend, indemnify, and hold COUNTY harmless from and against any loss, cost, damage or expense, including reasonable attorneys' fees, as set forth in paragraph 6 of the Terms and Conditions portion of the Database Information Agreement.