Database Use and Revenue Sharing, Software, and SaaS Service Agreement

Dated: _____

This Agreement is made and entered into by and between _____("Client"), and CourthouseUSA LLC ("Contractor").

WHEREAS, the Client maintains a database that contains both tabular and graphical real property information.

WHEREAS, the Contractor desires to obtain Client's property data with the intent of enhancing, licensing, and distributing value added property information.

THEREFORE, in consideration of the mutual undertakings and considerations herein set forth, the parties agree as follows:

SCOPE OF SERVICES
The Client will provide access to up-dated property data, both tabular and spatial, stored on the Client's server for the use of CourthouseUSA per the terms of this agreement. Other formats of distribution of the Client's data to the Contractor can be agreed upon by both parties.

To the extent required, Contractor will convert whatever data is made available or provided into a common CourthouseUSA format. Data in a common format will facilitate standard queries, the development of Value Added Data and access to valuable 3rd Party applications.

Contractor shall be, for the term of this Agreement, a non-exclusive distributor of property data in its raw form, in the form of Value Added Data and property information online or in batch.

TERM
The Agreement is effective on the date set forth and continues until terminated by the Client or the Contractor. All terms and conditions of this Agreement, unless modified in writing and agreed to by the parties, shall remain in effect until the agreement is terminated.

TERMINATIION
Either party may terminate this Agreement upon written notice to the other. Upon termination, the Contractor will have ninety (90) days to cease distributing data provided by the Client and make other arrangements to service the data needs of users.

COSTS, COMPENSATION AND PAYMENTS
All services required of the Contractor as set forth in this Agreement shall be at no cost to the Client. Contractor agrees to and shall pay the Client a percent of the revenues earned on the sale or licensing of data provided by the client, or alternatively provide the Client with free application software and SaaS service at no cost. A list of the options available to Client jurisdictions can be found in Appendix A.

INDEMNIFICATION

The Contractor agrees to indemnify the Client and its successors and assigns, from and against any and all costs and liabilities incurred directly or indirectly from any claim arising out of the performance or nonperformance of the Agreement.

SUBCONTRACTING OR ASSIGNMENT

Once executed, this Agreement shall not be subcontracted or assigned without the written approval of the Client. In no case, shall such approval relieve the Contractor from its obligations or change the terms of the Agreement.

INDEPENDENT CONTRACTOR STATUS

The Contractor and its subcontractors, for all purposes arising out of the Agreement, are independent contractors and not employees of the Client.

OWNERSHIP OF DATA

Contractor acknowledges and agrees that all the data provided by the Client is owned by the Client and that the Contractor is merely using the data in the performance of this Revenue Sharing, Software, SaaS Service Agreement. Such data, including Data and Value Added Data and information shall not be used in anyway by Contractor or its 3rd Party Subcontractors , except solely in the course of Contractor's performance of this Revenue Sharing Agreement.

AUDITS AND EXAMINATION OF RECORDS

Contractor shall maintain complete and accurate records and supporting documentation in accordance with generally accepted accounting methods. Upon request, the Client shall be granted full access to said records and documents.

REPORTS

Contractor shall submit to the Client a written statement within fifteen (15) business days at the end of each quarter a detailed accounting of how Client's data was used, licensed or sold during the previous quarter. Contractor shall include in the report the details surrounding the sale of all data, Value Added Data, and advertisement revenue. The report shall contain the name of the purchaser, agency, description of data sold, and gross receipts.

GOVERNING LAW

This Agreement shall be governed by the laws of the State of _____.

FORCE MAJEURE

The Contractor and the Client shall not be liable for failing to fulfill any obligation under this Agreement if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightening, floods, epidemics, or riots.

Signed: Contractor   Signed: Client

Name _____Date_____   Name _____Date_____

Title_____   Title_____

    CourthouseUSA LLC   _____