

Bright MLS Government Agency Access Agreement

This Government Agency Access Agreement (**Agreement**) is entered into this 16 day of May, 2022 (Effective Date), between Bright MLS, Inc., a Delaware Corporation (Bright MLS), and The County Board of Arlington County, Virginia (**Government Agency**) (each a **Party** and collectively referred to as the **Parties**).

Recitals

BrightMLS is a real estate multiple listing service; and Bright MLS has created the proprietary Bright MLS Database; and Government Agency desires to access the proprietary Bright MLS Database for specific licensed uses.

Agreement

In consideration of the mutual covenants and promises herein, the Parties agree as follows:

1. Key Defined Terms:

1.1 Bright MLS Content means individual units of, or collectively, any form of informational content contained in a real estate property listing (whether on or off-market), whether supplied by Bright, or a third party, that is stored in or made available to Government Agency through the Bright MLSService.

1.2 Bright MLS Database means any database maintained for the Bright MLS Service consisting of Listing Content, Bright MLS Content, certain regional real estate, and related informational content (which includes, by way of example and not limitation, text, data, images, photographs, audio, sounds, video, graphics, user interfaces, visual interfaces, artwork, computer code (including html code), programs, software, products, information, and documentation as well as the design, structure, selection, coordination, expression, "look and feel," and arrangement of any Bright MLS Content contained on or available through the Bright MLS Service, and any other informational content stored).

1.3 Bright MLS Service means Bright MLS's proprietary online and mobile, interactive, real estate information service.

1.4 Business Day means every day except Saturday, Sunday, and holidays during which Federal government offices are closed.

1.5 Confidential Information means all proprietary or non-public information, data, systems, deliverables, technology, methodologies, specifications, trade secrets, software, business plans, operations, products, methods, procedures, reports, customers, services, equipment, systems and facilities of Bright MLS, identified as confidential or that would reasonably be considered confidential, regardless of the form or method of communication. Confidential Information does not include information that (i) is or becomes publicly available by other than unauthorized disclosure by Government Agency or a third party, as applicable; (ii) is independently developed by Government Agency, without reference or use of Bright MLS's Confidential Information; (iii) is received from a third party who has lawfully obtained and disclosed it without breaching any agreement; or (iv) is already known by Government Agency at the time of its disclosure as shown by Government Agency's records immediately prior to disclosure.

1.6 Government Agency User means those Individuals authorized by Government Agency to access the Bright MLS Service under Government Agency's account, pursuant to the User Application form attached hereto as Exhibit A.

1.7 Government Agency User Account Information means Government Agency individual User IDs and passwords per user access issued by or on behalf of Bright MLS for Government Agency Users associated with the Government Agency account.

1.8 Government Agency Appraiser means an individual or entity employed or contracted by Government Agency that is licensed or certified by the state licensing authority to provide valuations of real property.

1.9 Images and Documents includes photographs, documents, drawings, graphics, renderings, blueprints, audio files, videos, etc. submitted to the Bright MLS Service as part of Listing Content.

1.10 Listing Content means the Images and Documents, and any other content referred to in the Bright MLS Content made available to Government Agency Users, that is submitted in relation to listed properties or otherwise used by or relied upon by Government Agency.

2. Ownership; Grant of License.

2.1 Ownership. Bright MLS retains all right, title, and interest in the Bright MLS Database and all intellectual property rights inherent therein. Bright MLS transfers no ownership or intellectual property interest or title in and to the Bright MLS Database, the Bright MLS Service, to Government Agency or anyone else. All text, data, images, graphics, user interfaces, visual interfaces, photographs, audio, sounds, video, artwork, computer code (including html code), programs, software, products, information, and documentation as well as the design, structure, selection, coordination, expression, "look and feel," and arrangement of any Bright MLS Content contained on or available through the Bright MLS Service and all derivatives thereof owned, controlled, and licensed by Bright MLS are protected by law including, but not limited to, United States copyright, trade secret, patent, and trademark law, as well as other federal, state and local laws and regulations. Government Agency agrees that it will not challenge or take any action inconsistent with Bright MLS's rights to the Bright MLS Database and Bright MLS Content.

2.2 Purpose of License. Government Agency's license and access to the Bright MLS Database is for the sole purpose of permitting Government Agency Users to access the Bright MLS Service and utilize Bright MLS Content in Government Agency's internal systems according to the terms and conditions of this Agreement.

2.3 Grant of License. Subject to the terms and conditions of this Agreement, Bright MLS grants to Government Agency and Government Agency Users the following rights during the Term, on a personal, non-exclusive, non-sublicensable, and non-transferable basis:

2.3.1 to access and use the Bright MLS Service using Government Agency User's authorized Account Information. Bright MLS is not responsible for providing technical support for access to the Bright MLS Database which may from time-to-time be interrupted or unavailable, whether because of technical failures, intentional downtime for service, updates or changes to the Bright MLS Database, or otherwise. Any interruption of or inability to access the Bright MLS Database shall not constitute a breach or default by Bright MLS under this Agreement and Bright MLS shall have no liability to Government Agency or its Users in connection therewith;

2.3.2 to access, download, and use the Listing Content or other Bright MLS Content available on the Bright MLS Service that Government Agency is authorized to access and use, or in any other manner that Bright MLS authorizes; and

2.3.3 for Government Agency Appraisers, to use and reproduce content obtained through the Bright MLS Service solely for the purpose of valuation of real estate and for no other purpose whatsoever.

2.4 Fees. Government Agency agrees to pay access fees in accordance with Schedule 1.

2.5 NON-APPROPRIATION

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual

appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

3. Bright MLS Service Terms

3.1 Use of the Bright MLS Service. The Bright MLS Service makes available Bright MLS Content from the Bright MLS Database for access and retrieval solely by authorized Government Agency Users, subject to this Agreement and Bright MLS's Terms of Use, available on the brightmls.com website. Bright MLS is a service provider under the Digital Millennium Copyright Act ("DMCA"), subject to Bright MLS's DMCA Policy, available on the brightmls.com website. As a general practice, Bright MLS does not investigate, confirm, review, or edit Listing Content, or other user generated or controlled content comprising Bright MLS Content or exercise any form of editorial control over such Bright MLS Content, and Bright MLS shall have no obligation to do so. Government Agency's use of Bright MLS Content is limited to the purposes and uses authorized under this Agreement. It is the responsibility of Government Agency to update Bright MLS when a user leaves Government Agency; sharing login information is strictly prohibited and is grounds for immediate termination of the Governments Access. Additionally all contact information in Exhibit A must remain current; any changes must be sent to Bright as soon as reasonably possible.

3.2 Changes to Bright MLS Service. Bright MLS may change, suspend, or discontinue any aspect of the Bright MLS Service and any other service provided by Bright MLS at any time without notice or liability, including without limitation, the availability of any feature, database, content, hours of availability, and equipment needed for access or use. BrightMLS does not guarantee the accuracy, reliability, or completeness of any information obtained, nor does Bright MLS guarantee against system errors, malfunctions, or downtime. Government Agency shall be responsible for obtaining and maintaining all telephone, computer hardware, and other equipment needed for access to and use of the Bright MLS Service and all charges related thereto.

3.3 Limitations on Use of the Bright MLSService.

- 3.3.1** Bright MLS Content and access to the Bright MLS Service may not be resold, licensed, or otherwise distributed.
- 3.3.2** The Bright MLS Service may only be used in connection with Government Agency's business purposes related to and within the then-current geographic region served by Bright MLS.
- 3.3.3** Government Agency may not use the Bright MLS Service or any of the Bright MLS Content to create, enhance, or structure any database in any form.
- 3.3.4** Government Agency is responsible for its activities using the Bright MLS Service, and Government Agency may not use the Bright MLS Service or use any Bright MLS Content in a manner that: (i) infringes any third party's rights, including any copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy; (ii) violates any law, statute, ordinance, or regulation (including without limitation the laws and regulations governing unfair competition, anti-discrimination, false advertising, the Federal Trade Commission Act or the Real Estate Settlement Procedures Act); or (iii) is false, misleading, defamatory, libelous, unlawfully threatening, unlawfully harassing, or that Bright MLS determines otherwise harms Bright MLS or any other party.
- 3.3.5** Government Agency may not and may not permit any third party to: (i) copy, translate, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Bright MLS Service or any part thereof or otherwise attempt to discover any source code or modify the Bright MLS Service in any manner or form; (ii) use unauthorized, modified versions of the Bright

MLS Service, including without limitation for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Bright MLS Service; (iii) publish, post, upload, or otherwise transmit any other material that contains any viruses, Trojan horses, worms, time bombs, malware, ransomware, corrupted files, or other computer-programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another; (iv) use or knowingly permit the use of any security testing tools in order to probe, scan or attempt to penetrate or ascertain the security of the Bright MLS Service; or (v) use the Bright MLS Service for service bureau use, outsourcing, renting, reselling, sublicensing, or time-sharing.

3.3.6 Government Agency shall not disclose or use any Bright MLS or brokerage branded materials obtained through the Bright MLS Service before, during or after any tax hearings, re-assessments and appeals, or other government hearings and procedures.

4. Termination of Prior Agreements. In the event that Government Agency had a pre-existing agreement or account with Metropolitan Regional Information Services (MRIS), Bright MLS, or any Bright affiliated MLS, for the licensing of public records documents as a data exchange, such agreement is terminated contemporaneously with the Effective Date of this Agreement. Any restrictions on use of public data previously delivered to MRIS, Bright MLS, or any Bright affiliated MLS is removed and ownership of previously delivered data is granted to Bright MLS without restriction. From the Effective Date, Bright MLS will obtain public records data pursuant to a separately negotiated agreement.

5. Consumer Information for Use in Bright MLS Service. The Bright MLS Content may contain information that may be deemed to be sensitive or personal information by some consumers, without rising to the level of Personally Identifiable Information (“PII”) as defined by law. It is the policy of Bright MLS to respect the requests of consumers to remove any Bright MLS Content pertaining to the consumer or their property. Government Agency shall (i) not utilize the Bright MLS Content to broadcast or otherwise publicize information about an individual consumer; (ii) abide by all prevailing federal, state, and local laws governing fair information practices and consumers’ rights to privacy, or otherwise applicable to the use of personal information; and (iii) limit access to consumer information to those who have a “need to know” to fulfill the terms of this Agreement, in connection with Government Agency’s business, and Government Agency will obligate such parties to acknowledge consumers’ rights to privacy and adhere to all prevailing laws.

6. Compliance with National Association of Realtors® Rules. If the Government Agency User accessing the Bright MLS Service is a member of the National Association of Realtors®, Government Agency User shall comply with all National Association of Realtors® rules governing multiple listing services and the then-current National Association of Realtors® Code of Ethics and Standards of Practice. If Government Agency User accessing the Bright MLS Service is also a member of a local board or Association of Realtors®, Government Agency User shall comply with the regulations of that REALTOR® board or association.

7. Third-Party Materials. Bright MLS may feature materials, programs, products, and services provided by third parties, including, without limitation, syndication portal services (collectively “**Third Party Materials**”). Title to and ownership of the Third Party Materials shall at all times remain with Bright MLS and the respective owner. Bright MLS makes no representations with respect to, nor does it guarantee, warrant, or endorse, the quality, non-infringement, accuracy, completeness, timeliness, reliability, or correct sequencing of Third Party Materials or any other materials, programs, products, and services which Third Party Materials may access. Government Agency’s dealings with third parties are solely between Government Agency and the third party. Government Agency agrees to comply with any restrictions or limitations on the use of Third Party Materials as may be imposed on Bright MLS with respect to the use of Third Party Materials. Bright MLS expressly disclaims responsibility and liability for all Third Party Materials, and Government Agency agrees that Bright MLS shall not be responsible for any loss or damage of any sort incurred as a result of any such dealings or as the result of the presence of such materials on the Bright MLS Service.

8. Warranties, Disclaimers, Limitation of Liability.

8.1 Warranties. Government Agency represents and warrants that it has all rights and authority to enter into

and perform its obligations under this Agreement in accordance with its terms.

8.2 Disclaimer of Warranty. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE BRIGHT MLS SERVICE AND ANY BRIGHT MLS CONTENT OR OTHER CONTENT MADE AVAILABLE BY BRIGHT MLS THROUGH THE BRIGHT MLS SERVICE ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS, AND THE ENTIRE RISK AS TO USE, SATISFACTORY PERFORMANCE, ACCURACY, AND COMPLETENESS IS WITH GOVERNMENT AGENCY. BRIGHT MLS EXPRESSLY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED OR OTHER WARRANTIES: (i) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, QUALITY, ACCURACY, TIMELINESS, COMPLETENESS, RELIABILITY, TITLE, QUIET ENJOYMENT, NO ENCUMBRANCES, NO LIENS, OR SYSTEM INTEGRATION; (ii) CONFORMANCE TO ANY DEMONSTRATION OR PROMISE BY BRIGHT MLS; (iii) ARISING THROUGH COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, OR (iv) THAT ACCESS TO OR USE OF THE BRIGHT MLS DATABASE WILL BE UNINTERRUPTED, ERROR FREE OR COMPLETELY SECURE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT.

8.3 Limitations of Liability.

8.3.1 Excluded Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL BRIGHT MLS OR ANY OF ITS RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, STOCKHOLDERS, CONTRACTORS OR REPRESENTATIVES BE LIABLE TO GOVERNMENT AGENCY OR ANY THIRD PARTY FOR ANY INDIRECT, EXEMPLARY, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF BUSINESS, BUSINESS INTERRUPTION, LOSS OF DATA, OR OTHER SIMILAR DAMAGES ARISING OUT OF, OR RELATED TO THIS AGREEMENT, EVEN IF BRIGHT MLS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. FURTHER, BRIGHT MLS SHALL NOT BE LIABLE FOR ANY DAMAGES OCCASIONED BY THE ACTS OR OMISSIONS, WHETHER INTENTIONAL OR NOT, OF BRIGHT MLS'S SUBSCRIBERS.

Maximum Aggregate Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL BRIGHT MLS'S AGGREGATE AND ENTIRE LIABILITY TO GOVERNMENT AGENCY ARISING FROM OR RELATED TO THIS AGREEMENT EXCEED IN THE AGGREGATE GOVERNMENT AGENCY'S ACTUAL DIRECT DAMAGES, IF ANY, UP TO THE AMOUNT PAID BY GOVERNMENT AGENCY TO BRIGHT MLS DURING THE ONE YEAR PRECEDING THE EARLIEST EVENT GIVING RISE TO THE LIABILITY. RECOVERY OF DAMAGES UP TO SUCH AMOUNT SHALL BE GOVERNMENT AGENCY'S SOLE AND EXCLUSIVE REMEDY HEREUNDER FOR ANY CLAIM, WHETHER IN CONTRACT OR TORT, ARISING OUT OF, OR RELATED TO THIS AGREEMENT.

9. Confidentiality.

9.1 Nondisclosure and Nonuse Obligations. All Parties agree to keep confidential all Confidential Information of all other parties received in connection with this Agreement. For purposes of this Agreement, Confidential Information includes: i) any information in written or electronic form marked and identified as "Confidential" by the disclosing party; and ii) access IDs and passwords, other access information and data structure information relating to the Bright MLS Database. All Parties agree to protect the Confidential Information of the other Party with the same degree of care it takes to protect its own sensitive business information of like kind, but in no event less than reasonable care. Government Agency agrees that it shall disclose Confidential Information only to those of its employees and agents who need to know such information and that have previously agreed to be bound by terms and conditions of non-disclosure at least as stringent as those set forth in this Agreement. Government Agency shall promptly give notice to Bright MLS of any unauthorized use or disclosure of Bright MLS's Confidential Information of which it becomes aware. Government Agency agrees to assist Bright MLS in remedying any such unauthorized use or disclosure of Bright MLS's Confidential Information.

9.2 Exclusions from Nondisclosure and Nonuse Obligations. A Confidential Information disclosure by Government Agency either (i) in response to an enforceable order by a court or other governmental body or (ii) as otherwise required by law, shall not be a breach of this Agreement by Government Agency, as applicable, provided, however, Government Agency, as applicable, shall (i) provide prompt prior written notice of any such Confidential Information disclosure to Bright MLS (to the extent allowed by applicable law) to enable Bright MLS to seek a protective

order or otherwise prevent such disclosure and (ii) disclose the minimum amount of Confidential Information required subject to the maximum confidentiality protections.

9.3 Ownership and Return of Confidential Information and Other Materials. Bright MLS's Confidential Information is and shall remain Bright MLS's property, and this Agreement does not grant or imply any license or other rights to Bright MLS's Confidential Information except as expressly set forth in this Agreement. Within 5 business days after expiration or termination of this Agreement or upon Bright MLS's request, Government Agency shall destroy any Bright MLS Confidential Information in its possession or under its control, including all copies thereof, and certify to BrightMLS in writing that it has complied with this obligation.

10. Term and Termination.

10.1 Term. The term of this Agreement begins on the Effective Date and runs for one calendar year, unless terminated earlier as provided in the Agreement.

10.2 Termination. This Agreement shall terminate upon the occurrence of any of the following events: (i) Government Agency fails to cure any breach of its obligations under this Agreement, including payment of the annual access fee, after receipt of notice from Bright MLS in accordance with Section 9; or (ii) Bright MLS's notice Government Agency that this Agreement is terminated. Bright MLS has the right at any time and at its sole discretion to terminate this Agreement.

10.3 Effects of Termination. Upon termination for any reason, (i) Bright MLS may deactivate Government Agency's account, and no further access to the Bright MLS Service is authorized; (ii) all licenses granted hereunder to Government Agency shall immediately terminate; (iii) Government Agency shall promptly pay all fees then-due to Bright MLS, if any. Bright MLS shall have no obligation to refund any fees or charges or any portion thereof paid to Bright MLS prior to termination; and (iv) Government Agency must destroy all copies of any aspect of Bright MLS Content or any other aspects of the Bright MLS Service in Government Agency's possession. Any termination of this Agreement will be without prejudice to rights created or granted or obligations incurred hereunder prior to such termination.

11. Breach and Cure. If Bright MLS notifies Government Agency of any breach of this Agreement, Government Agency shall have five (5) Business Days to cure said breach. If Government Agency fails to cure said breach, Bright MLS shall have the right to terminate this Agreement in accordance with Section 8.

12. Injunctive Relief. Government Agency acknowledges that the Bright MLS Database is a valuable asset to Bright MLS and that breach of this Agreement with respect to use of the Bright MLS Database could result in irreparable harm to Bright MLS for which remedies at law might be insufficient and/or difficult to quantify. Bright MLS shall have the right to seek, in addition to all other forms of relief, injunctive or equitable relief as may be necessary to restrain any continuing or further breach by Government Agency, without the necessity of posting bond or showing or proving any actual damages sustained by BrightMLS.

13. Electronic Communications. Government Agency consents to receiving electronic communications on all subjects pertaining to this Agreement and Government Agency's use of the Bright MLS Service. These electronic communications may include, by way of illustration, notices about fees and charges, transactional information, and other information. Electronic communications may be provided by email, text messages, or by making them accessible on Bright MLS websites or mobile applications, including through use of links. Government Agency agrees that all electronic communications from Bright MLS (e.g., whether notices, agreements, disclosures or other communications sent by Bright MLS) shall be considered "in writing" and shall satisfy any legal communications requirements.

14. Miscellaneous Provisions

14.1 Independent Contractors. The Parties hereby agree that no agency, joint venture, or partnership is created by this Agreement and that the Parties are independent contractors to one another.

14.2 Assignment. Neither this Agreement nor any right or obligation hereunder shall be assigned or delegated, in whole or part, by either party without the prior express written consent of the other Party; provided, however, that Bright MLS may, without notice or the written consent, assign this Agreement and its rights and delegate its obligations

hereunder at any time to any subsidiary. Any purported assignment in violation of this section shall be void and of no effect.

14.3 Modification. No amendment or modification of any of the terms or provisions of this Agreement shall be valid or binding unless contained in a writing signed by the parties.

14.4 Severability. If any term, condition, or provision of this Agreement is held to be unenforceable for any reason, such provision shall, if possible, be interpreted rather than voided, to achieve the intent of the parties to this Agreement to the extent possible. In any event, all other terms, conditions, and provisions of this Agreement shall be deemed valid and shall continue in full force and effect.

14.5 Force Majeure. Any delays in performance by any Party are not a breach of this Agreement if and to the extent caused by occurrences beyond the reasonable control of the Party affected, including acts of God, governmental restrictions, strikes, fire, flood, explosion, riots, terrorism, war, civil disorder, rebellion, or sabotage. The Party suffering such occurrence shall immediately notify the other Party and any time for performance shall be extended by the actual time of delay caused by the occurrence.

14.6 Survival. All provisions of the Agreement that by their nature or understanding reasonably should survive the termination or expiration of the Agreement shall survive.

14.7 Entire Understanding. This Agreement contains the entire understanding and agreement of the Parties and there are no representations, warranties, promises or undertakings other than those contained herein. This Agreement supersedes and cancels all previous agreements between the Parties.

15. Notices. Payments shall be made by mailing checks to BRIGHT MLS's address. Notices regarding breach or termination of this Agreement shall be sent by email, certified or registered mail, postage prepaid, addressed to the parties as follows:

If to Bright MLS:
Legal Affairs
Bright MLS
9707 Key West Ave,
Rockville MD 20850
Email Address: legalaffairs@brightmls.com

If to Government Agency: Attn:
Eileen Feldman
2100 Clarendon Boulevard
Arlington County, Virginia 22201
efeldm@arlingtonva.us

In witness whereof, and intending to be legally bound, the Parties hereto have executed this Agreement.

Government Agency:

Bright MLS, Inc.

DocuSigned by:
By: Lucas Alexander
5D2342428F9D4B4
Procurement Officer

By: Danielle Diallo

Title: _____
EXHIBIT A

Title: Senior Contracts Manager

Government Agency User Account Application

(Must be completed by each Government Agency User requesting access to the Bright MLS Database) It is the responsibility of the Government Agency to update Bright MLS when the user below leaves the Government Agency, sharing login information is strictly prohibited and is grounds for immediate termination of the Government's Access.

Name of Government Agency _____

User Last Name: _____ User First Name: _____

Home Address _____

Office Address _____

Home Phone: _____ Office Phone: _____

Fax No: _____

Email: _____

I certify that the foregoing information is complete, current and accurate: Name of
Government Agency User (print):

Signature of Government Agency User:

Date: _____

Schedule 1

Bright MLS Fee Schedule

In consideration for access to the Bright MLS Database, Government Agency will pay the following fees:

- New Government Agency Access Account Setup Fee: \$295 (One-time fee per user for new accounts only)
- Individual Government Agency User Account Fee: \$180 per quarter (for each user).
- Unauthorized Access: Government Agency agrees that in the event that any disclosure of the Government Agency password results in access to the Bright MLS system by an unauthorized third party regardless if the disclosure was intentional negligent or inadvertent, Government Agency shall be liable to Bright MLS, at Bright MLS's option for liquidated damages as follows.
 - (a) First instance Five Hundred Dollars (\$500), and
 - (b) Second instance Once Thousand Dollars (\$1,000), and
 - (c) Third Instance revocation of Government Subscriber's right to access the Bright MLS System.

Bright MLS may modify the fees, in its sole discretion, with at least 30 days' prior notice to Government Agency. Government Agency shall be liable for all costs, including reasonable attorney's fees, associated with collecting unpaid amounts due under this Agreement, plus interest at the rate of 1.5% per 12 months. All Fees paid under this Agreement by Government Agency to Bright MLS are non-refundable. All expenses and costs incurred by Government Agency in connection with carrying out the operations and activities pursuant to this Agreement shall be the sole responsibility of Government Agency.