

BRIGHT MLS, INC. DATA EXCHANGE AGREEMENT

1. This BRIGHT Data Exchange Agreement (this “Agreement”) is entered into and is effective as June 10, 2021 between Bright MLS, Inc., a Delaware corporation, with offices at 9707 Key West Avenue, Suite 300, Rockville, Maryland 20850-3915 (“BRIGHT”), BRIGHT and The County Board of Arlington County, Virginia (“County”) shall be referred to collectively as the “Parties”, and sometimes individually as a “Party”.

2. BRIGHT collects and organizes Content regarding real property and provides that Content to subscribers via an interactive computer service. The County assigns values to real property for purposes of real property tax assessment and as part of that valuation process, collects and organizes data regarding real property within its system(s). The Parties recognize the value in engaging in a data exchange.

3. NOW THEREFORE, in consideration of the foregoing, the covenants and promises set forth herein, and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

4. Unless otherwise defined in the glossary in ATTACHMENT A, the capitalized terms used in this Agreement shall be defined in the provisions in which they are used.

5. Subject to the terms of this Agreement the County agrees to provide real property public record information which includes but is not limited to assessments, new owner names and legal descriptions, structural, tax, transfer deed (sales), and zoning (“Data”), to BRIGHT. The electronic information will, unless otherwise indicated by BRIGHT, be provided in a data file using a “.txt” or text format, or any other acceptable electronic format that BRIGHT can process and load live to its database. Accordingly, during the Term the County grants to BRIGHT a non- exclusive, royalty-free license to reproduce, store, distribute, display, process, re-format, and otherwise use the real property public record information as part of its database, the BRIGHT Service, or any derivatives thereof. The Data obtained from the County shall be solely used for following the purpose(s):

Purpose:

In exchange for the Data received from the County, Bright shall provide 15 free subscription(s) to the Bright Service. In order to receive the Bright Service, the County must sign the Bright Government Subscription Agreement.

6. Neither party nor any of its affiliates, shareholders, officers, directors, employees, agents, representatives or licensors shall be liable to the other for any indirect, incidental, special, or consequential damages that result from the use of, or inability to use, the data provided by the County, the BRIGHT Service, or any other data exchange, including, but not limited to, reliance by any subscriber or authorized user on any information obtained through the Agreement or that results from information obtained through the Agreement or that results from mistakes, omissions, deletions, or delays or interruptions in transmission of such information, viruses or failures of performance, whether caused in whole or in part by negligence, theft, destruction, or unauthorized access to the BRIGHT Service, the County Data, or related information, records or programs.

7. ALL ACCESS AND INFORMATION IS PROVIDED “AS IS” WITH ALL FAULTS, AND NEITHER PARTY SHALL HAVE ANY LIABILITY FOR THE OTHER PARTY’S USE OR RELIANCE THEREON. NO EXPRESS, IMPLIED, STATUTORY OR OTHER REPRESENTATIONS OR WARRANTIES ARE MADE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, TRADE, QUIET ENJOYMENT, ACCURACY OF INFORMATIONAL CONTENT, OR SYSTEM INTEGRATION.

8. Notwithstanding the foregoing, the County will make all reasonable efforts to correct public record information if an error is discovered.

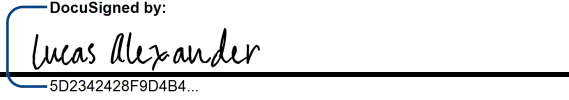
9. The initial term of this Agreement shall commence on the Effective Date and shall remain in effect for one (1) year, unless terminated earlier as provided in this Agreement. Either party may terminate this Agreement at any time with no obligation to continue to provide information as specified herein, upon ten (10) days written notice to the other party.

10. This Agreement is not an agreement for sale. As between the parties, all right, title and interest in and to the BRIGHT Service, including but not limited to the BRIGHT Database and the Licensed Content, and all other intellectual property of BRIGHT or its licensors, and all versions, copies, components, modifications, enhancements and derivatives thereof, are and shall remain the sole and exclusive property of BRIGHT and its licensors, including all copyrights and other Intellectual Property Rights inherent therein or appurtenant thereto (collectively, the “**BRIGHT IP**”). The County only shall have the limited rights with respect to the BRIGHT IP that are expressly granted in this Agreement, and all rights not expressly granted by BRIGHT are reserved.

11. This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof and supersedes any prior or contemporaneous agreements concerning the subject matter hereof. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and any invalid or unenforceable provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under applicable law while retaining to the maximum extent possible the intent and economic benefit of the original provision consistent with applicable law. No delay or omission by a party in exercising any right under this Agreement constitutes a waiver of that or any other right. Each party is an independent contractor of the other. No amendment or modification of this Agreement shall be valid or binding on the parties unless made in a mutually executed writing. All notices under this Agreement shall be in writing and sent to the address listed herein (or to such different address as may be designated by a party by written notice to the other party), and shall be deemed to have delivered (a) on the date personally delivered (or upon refusal of delivery); (b) three (3) days following the date mailed, when mailed postage prepaid by certified mail with return receipt requested; or (c) when sent via facsimile with confirmation of receipt. All notices to BRIGHT shall be sent to the attention of General Counsel, unless BRIGHT indicates otherwise. This Agreement may be executed in multiple counterparts, all of which taken together shall constitute a single instrument. This Agreement may be delivered by facsimile. This Agreement is personal to the parties and may not be assigned or otherwise transferred by either party without the prior written consent of the other party; this Agreement shall be binding upon each party’s successors and permitted assigns. All parts of this Agreement that reasonably should survive termination or expiration shall survive.

The County Board of Arlington County, Virginia has executed this Agreement by its authorized representative; Bright MLS executes this Agreement by offering its terms to the County.

The County Board of Arlington County, Virginia _____

By:  _____
Procurement Officer

Title: _____

Date: _____
5/16/2022

ATTACHMENT A

GLOSSARY

“**Content**” means, individually or collectively, as applicable, regional real estate and related informational content including without limitation listings (including off-market listings), text, images, audio, video, software, and other informational content and data, and any compilation or combination of any of the foregoing.

“**BRIGHT Database**” means the collection and compilation of regional real estate listings and other Content in electronic form as developed, copyrighted and maintained by or for BRIGHT. The BRIGHT Database is part of the BRIGHT Service. The BRIGHT Database includes, by way of example, real estate listing information, property tax data records and information about Principal Brokers and other BRIGHT Subscribers.

“**BRIGHT Service**” means the proprietary online, interactive real estate information service that BRIGHT operates for the benefit of real estate brokers and agents, appraisers, other real estate professionals, and other authorized users who subscribe to it.

“**BRIGHT Subscriber**” means any Person that BRIGHT has authorized to use the BRIGHT Service pursuant to a subscription agreement between BRIGHT and such BRIGHT Subscriber.