



EXHIBIT B
LICENSE AGREEMENT & TERMS OF USE OF
2021 SOUTH CAROLINA ASSOCIATION OF REALTORS®
REAL ESTATE FORMS AND CONTRACTS

NOTICE TO USER: THIS LICENSE AGREEMENT ("AGREEMENT" AND SOMETIMES REFERRED TO AS THE "FORMS USE POLICIES") IS A LEGAL AGREEMENT BETWEEN YOU ("USER" OR "YOU") AND THE SOUTH CAROLINA ASSOCIATION OF REALTORS® ("SCR") SETTING FORTH THE TERMS AND CONDITIONS UPON WHICH THE 2021 SCR REAL ESTATE FORMS, INCLUSIVE OF ALL AMENDMENTS, MODIFICATIONS, CORRECTIONS, AND SUCCESSOR VERSIONS AND DERIVATIVE WORKS (COLLECTIVELY, THE "FORMS" AND INDIVIDUALLY, A "FORM"), MAY BE USED.

BY PRINTING, DOWNLOADING, OR USING ANY OF THE FORMS, IN WHOLE OR IN PART, AND WHETHER RECEIVED OR OTHERWISE OBTAINED DIRECTLY FROM SCR OR A THIRD-PARTY VENDOR (EACH A "VENDOR"), YOU AGREE TO ACCEPT AND BE STRICTLY BOUND BY THE TERMS AND CONDITIONS SET FORTH HEREIN.

THIS AGREEMENT (AND ANY OTHER AGREEMENT INTO WHICH THIS AGREEMENT IS INCORPORATED AND WHICH IS APPLICABLE TO YOU AND THE LICENSE GRANTED HEREUNDER) CONSTITUTES THE COMPLETE AGREEMENT BETWEEN YOU AND SCR RELATIVE TO THE USE OF THE 2021 SCR FORMS. THIS AGREEMENT MAY BE UPDATED OR MODIFIED BY SCR, FROM TIME TO TIME, WITH NOTICE TO YOU; PROVIDED, HOWEVER, THAT NO MODIFICATION OF THIS AGREEMENT MAY BE ENFORCED AGAINST SCR UNLESS AND UNTIL APPROVED BY SCR IN WRITING.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT USE THE FORMS OR DOWNLOAD OR OTHERWISE ACCESS THE SAME. VIOLATIONS OF THIS AGREEMENT CAN RESULT IN THE LICENSE RIGHTS GRANTED TO YOU BEING SUSPENDED OR REVOKED AND SUBJECT THE USER TO LEGAL SANCTIONS AND CLAIMS AND/OR LOSS, SUSPENSION, OR OTHER RESTRICTION OF USER'S MEMBERSHIP WITH OR OTHER AUTHORIZATION FROM SCR.

1. Grant and Terms of License; Limitations. SCR grants and User accepts a non-transferable, non-exclusive, and revocable license to use the Forms, only so long as and provided that User complies with all of the terms and conditions of this Agreement (the "License"). The Forms shall only be used in connection with the operation of User's business as a real estate licensee in specific, South Carolina real estate transactions (each a "Transaction").

a. User acknowledges and agrees that the License granted to User herein is limited to the 2021 release of the Forms by SCR, as the same may be amended, modified, and revised from time to time.

b. User agrees not to use the 2021 Forms (or earlier versions), in whole or in part, later than the date that SCR issues a 2022 release of the Forms (except where such a 2021 Form is already being utilized in an ongoing Transaction started before the 2022 release and continuing thereafter, but only for such Transaction until completion), at which time the term of this particular License, for the 2021 SCR Forms, shall expressly expire and terminate, and User shall execute or otherwise consent to new Forms Use Policies

pertaining to the 2022 SCR Forms; provided, however, that should User access, download, or otherwise use SCR's 2022 Forms (or subsequent releases) without executing or consenting to SCR's Forms Use Policies in place for 2022 or thereafter, regardless of the existence of such policies, the full protections afforded SCR in this Agreement shall be considered as in full force and effect for such 2022 Forms and thereafter. The release date of SCR's Forms is identified in the lower right hand corner of the applicable Form.

c. User further agrees to use any revised, corrected, modified, or amended SCR Form that is a part of the Forms (except that any Form already being used in a specific Transaction may continue to be used in that Transaction only to completion). A revised, corrected, modified, or amended Form will be so identified in the lower right hand corner of the Form.

d. As of January 1, 2021, the license granted to use any earlier dated release printings of the Forms shall be permanently revoked. At that time, for prior versions of the Forms, User shall destroy any unused Forms and delete any unused file copy of the Forms in their possession, custody, or control.

e. User may only use the SCR Forms if User is an, and only for so long as User remains an, "Authorized User" as defined hereinafter. An "Authorized User" shall be any of the following persons: (1) an individual person who is a SCR REALTOR® primary or secondary member; or (2) an individual otherwise approved in writing by SCR to be an Authorized User for training or educational purposes. Non-Authorized Users may not use the SCR Forms.

f. Authorized Users shall only be permitted to use the SCR Forms in South Carolina real estate Transactions in which the Authorized User is involved as a real estate licensee. The SCR Forms may not be utilized in a non-South Carolina Transaction.

g. It shall be a violation of this Agreement for an User or any other Authorized User to do, perform, or permit any of the following:

i. to provide any SCR Form to a third party, except as part of a real estate Transaction in which the Authorized User is involved as a licensee or as otherwise provided herein. In all cases where one or more of the SCR Forms are provided to a third party, the Authorized User shall be responsible for ensuring that the third party strictly complies with the terms and conditions of this Agreement.

ii. to provide their National REALTORS® Database System ("NRDS") number or Temporary User Number to a third party or permit a third party to access and use the SCR Forms by entering the login credentials of any Authorized User.

iii. to post the SCR Forms on a website which may be accessed by members of the public or by any other person who is not an Authorized User. However, it shall not be a violation for the SCR Forms used in specific real estate Transactions to be posted on a website that may be accessed only by the parties to that specific real estate Transaction and such other persons involved in providing professional or administrative services for that specific Transaction, so long as such other persons strictly comply with the terms and conditions of this Agreement.

iv. to allow an affiliated licensee of the Authorized User or a licensed real estate assistant of the Authorized User to use the SCR Forms in real estate Transactions in which the licensed assistant or affiliated licensee is either a listing or selling agent or a lease listing or leasing agent, unless the real estate assistant or affiliated licensee has first become an Authorized User.

h. It shall not be a violation of this Agreement for sample copies of the SCR Forms to be used and distributed for educational purposes in a classroom or virtual classroom, provided that the body of each Form so used is watermarked with a clear, conspicuous disclosure that will plainly appear if the Forms

are copied or sent by facsimile, which provides “For Educational Purposes Only” or some other similar phrase with the same meaning.

i. Notwithstanding any provision to the contrary contained herein, nothing herein shall prohibit an Authorized User from using administrative, support, or information technology assistants (hereinafter “Support Personnel”) from providing assistance to the Authorized User, including accessing the SCR Forms in the name of the Authorized User, provided that such use is limited to Transactions in which the Authorized User is a real estate licensee and the Support Personnel are not otherwise involved in the Transaction as a real estate licensee. Such limited use by Support Personnel shall not be a violation of this Agreement.

j. This License is specific to You. Except as otherwise provided herein, no other person or entity, including any heir, personal representative, affiliate, subsidiary, parent company, successor, or assign, as applicable, of User may exercise any rights as to the License granted under this Agreement, without the prior written consent of SCR, which may be given or withheld in SCR’s sole and complete discretion.

k. Notwithstanding any provision to the contrary contained herein, persons/firms who are not licensed by the South Carolina Real Estate Commission (“SCREC”) to sell real estate shall not be permitted to purchase, access, or use SCR’s Forms, except with the express prior written approval of SCR, which may be given or withheld in SCR’s sole and complete discretion.

l. In the event You learn of any unauthorized use of or access to any of the SCR Forms, You shall immediately notify SCR of such unauthorized use or access, the details of the underlying facts and circumstances, and the actions taken, or otherwise to be taken, by You to mitigate and prevent further unauthorized use and/or access, if any.

2. SCR’s Proprietary Forms & Content: Copyright; Copying.

a. The SCR Forms are proprietary, original works of authorship of SCR, which are protected under United States copyright, trademark, and trade secret laws of general applicability, including as to all modifications, amendments, and successor versions of the SCR Forms or derivative works thereof. You acknowledge and agree that the SCR Forms are valuable intellectual property, created, at great expense by SCR.

b. At all times and in all respects, SCR shall retain sole title to, copyright in, full ownership of, and all other intellectual property rights in and to the Forms and all parts and subsequent copies, versions, and derivative works thereof, together with all modifications, enhancements, and amendments, regardless of the media or form in or on which the original and other or subsequent copies may exist. SCR reserves all rights not expressly granted herein; as between You and SCR, all rights not granted in this Agreement are reserved and maintained for SCR. SCR shall be deemed to be the exclusive owner of the Forms and of all rights therein, whether or not any portion thereof is or may be validly copyrighted or similarly protected. The License granted herein does not constitute a sale of the copyright to the Forms, or give User any ownership interest in the Forms.

c. Unauthorized copying of the Forms is expressly prohibited. You may be held legally responsible for any copyright infringement that is caused or encouraged by Your failure to abide by the terms of this Agreement. Neither the Forms nor any portion thereof (including any upgraded, updated, or subsequent version thereof) may be amended, reverse engineered, used to create derivative works, modified, copied, de-compiled, disassembled, reprinted, duplicated, adapted, altered, or recreated, directly or indirectly, in whole

or in part, without the express prior written consent of SCR, which may be given or withheld in SCR's sole and complete discretion.

d. Except as otherwise provided herein, User is expressly prohibited from sharing, distributing, selling, transferring, disseminating, or otherwise permitting the use of or provided access to the Forms or any reproduction thereof, in any medium whatsoever, with or to any other person or entity. User may customize the Forms with User's company logo and with information about User's company, including, but not limited to, User's company name, address, telephone number, and/or MLS number. However, under no circumstances shall User be permitted or authorized to alter any preprinted matter contained in any Form (except by conspicuously drawing a line through or crossing out material in the Form to be deleted so that another Authorized User can easily identify such deletions), and User may not remove, alter, or modify the SCR seal, logo, trademark, release date, Form number, or copyright information.

e. If User received access to the SCR Forms through the Forms Software or an authorized Vendor's web-based program, by virtue of being a SCR member and does not maintain continued membership in SCR, User will lose access to the SCR Forms.

3. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY; INDEMNIFICATION.

A. SCR HAS MADE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, ABOUT THE SCR FORMS OR OTHERWISE, EXCEPT AS IS SET FORTH IN THIS LICENSE AGREEMENT. THE SCR FORMS ARE PROVIDED ON AN "AS IS," WHERE AS," AND "AS AVAILABLE" BASIS. ACCORDINGLY, SCR DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE, ACCURACY AND COMPLETENESS OF INFORMATION OR SERVICES PROVIDED, AND ALL OTHER WARRANTIES OF ANY KIND OR NATURE. FURTHERMORE, SCR DOES NOT WARRANT OR GUARANTEE THAT THE FORMS OR ANY PORTIONS THEREOF, AS MAY BE AMENDED OR OTHERWISE MODIFIED FROM TIME TO TIME, WILL MEET USER'S REQUIREMENTS, ARE ERROR-FREE, LACK VIRUSES, OR WILL ALWAYS COMPLY WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL LAWS. USER ASSUMES FULL RESPONSIBILITY FOR THE PROPER USE OF ALL SCR FORMS.

b. NEITHER SCR NOR ANY OF ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, SUCCESSORS, OR ASSIGNS SHALL HAVE ANY LIABILITY TO YOU, ANOTHER AUTHORIZED USER, OR ANY OTHER PERSON FOR ANY CLAIM, LOSS, OR DAMAGE OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH THE DEFICIENCY OR INADEQUACY OF THE FORMS FOR ANY PURPOSE, WHETHER OR NOT KNOWN OR DISCLOSED TO SCR. NOTWITHSTANDING AND WITHOUT LIMITING THE FOREGOING, UNDER NO CIRCUMSTANCES SHALL SCR BE LIABLE TO YOU, ANOTHER AUTHORIZED USER, OR ANY OTHER PERSON FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

c. USER HEREBY AGREES TO INDEMNIFY AND HOLD SCR HARMLESS FROM ANY AND ALL ALLEGED DAMAGES, COSTS, EXPENSES, OR OTHER LIABILITIES OF

ANY KIND OR NATURE WHICH MAY RESULT FROM A REVOCATION OF USER'S LICENSE RIGHTS HEREIN OR A BREACH OF ANY REPRESENTATION OR WARRANTY MADE BY USER HEREIN.

d. The Forms are not a substitute for the independent professional judgment of User as to the appropriateness of a Form or Forms in different situations and/or Transactions. The Forms do not constitute legal or real estate advice and should be reviewed in full and in advance by User's legal counsel or the legal counsel of the parties in a real estate Transaction in which they are used and permission for such a review by counsel is hereby granted by SCR as part of the License granted.

4. Your Representations. You represent and warrant as follows:

a. All of Your agreements, representations, and warranties made in this Agreement are true, accurate, and complete, in all material respects, at all times while You utilize any of the SCR Forms (inclusive of all amendments, modifications, corrections, subsequent and successor versions, and derivative works) and in regards to all Transactions.

b. You are eighteen (18) years or older.

c. You have full power and authority to agree to this Agreement and its terms.

d. You are fully able and competent to agree to and satisfy the terms of this Agreement, which You do so voluntarily, according to Your own free will, and without any coercion, undue influence, threat, or intimidation of any kind or type whatsoever.

e. Your use of the SCR Forms will be in compliance with all applicable laws and regulations, and You will not use the SCR Forms for any unlawful purpose.

5. Confidentiality. User acknowledges that the Forms contain confidential and proprietary information of SCR, disclosed to User on a confidential basis. User hereby covenants and agrees that during the term of this Agreement and for all times thereafter, User shall not, except in accordance with the terms of this Agreement or after obtaining the express prior written consent of SCR, publish, disclose, divulge, sell, assign, give, or otherwise transfer or release, any confidential and proprietary information of SCR or the Forms, in whole or in part, alone or in combination with any other information, to any person for User's own benefit or the benefit of any person other than SCR.

6. Violations. In the event User violates this Agreement, User shall be subject to any or all of the following sanctions and penalties, at the sole discretion of SCR:

a. SCR may terminate or suspend the User's right to use the SCR Forms;

b. SCR may terminate, suspend, or otherwise restrict User's membership with, or other authorization received from, SCR; and/or

c. SCR may pursue any claim or cause of action available to it against the User, whether civil or criminal, or in law or in equity, arising out of or relating to such violation.

7. General Provisions.

a. Non-Exclusivity. User acknowledges and agrees that the relationship between User and SCR is a non-exclusive relationship and that SCR is free to enter into a similar relationship with other Authorized Users and other third parties.

b. Assignment. Neither User nor any heir, personal representative, affiliate, subsidiary, parent company, successor, or assign, as applicable, shall sell, trade, assign, sublicense, or in any way transfer this Agreement or the limited License provided to User hereunder to any other individual or entity. SCR may assign its rights and responsibilities in this Agreement to a SCR affiliate, subsidiary, successor, or assign, at the sole and complete discretion of SCR.

c. Notice. All notices and other communications allowed or required to be delivered to SCR hereunder shall be in writing and shall be deemed duly given, delivered, and received, as of the day of mailing, if: hand delivered; sent by certified mail, return receipt requested, postage prepaid; or by overnight express delivery service (e.g., Federal Express or UPS Next Day Air), in each instance addressed as set forth below; provided, however, SCR may change the address to which notices and other communications hereunder are to be delivered by giving User notice in the manner herein set forth or by updating such notice address in subsequent Forms Use Policies: *3780 Fernandina Road, Columbia, SC 29210, Attn: CEO.*

d. No Waiver. The waiver by SCR of, or the failure of SCR to take action with respect to, any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term, covenant, or condition contained in the Agreement.

e. Entire Agreement; Integration; Amendments. This Agreement represents the entire agreement between User and SCR. There are no oral agreements, understandings, or communications, of any kind, with respect to the subject matter contained herein that are not stated in this Agreement. No statement, warranty, or representation not contained herein shall be part of this Agreement. This Agreement supersedes, and the terms of this Agreement govern, all previous oral and written communications regarding these matters. This Agreement may be updated or modified by SCR, from time to time, with notice to User; provided, however, that no modification of this Agreement may be enforced against SCR unless and until approved by SCR in writing. The terms of this Agreement are contractual and are not a mere recital.

f. Headings; Construction. The headings and captions used herein are for convenience only and do not in any way limit or amplify the terms and provisions of this Agreement. The language in all parts of this Agreement shall be, in all cases and respects, construed according to its fair meaning and not strictly for or against any one of either User or SCR. User and SCR, collectively, shall be deemed to have drafted this Agreement.

g. Relationship Between User & SCR. User has no authority to bind or commit SCR in any matter or respect. Nothing in this Agreement shall be construed or deemed to create a joint venture, partnership, agency, or any other legal or employment relationship, except that as parties to this Agreement.

h. Governing Law; Venue. This Agreement shall be construed and governed, in all respects, in accordance with the laws of the State of South Carolina. User and SCR voluntarily submit to the jurisdiction of state courts located in the State of South Carolina, County of Lexington, or the nearest South Carolina federal district court thereto, which shall be the venue as to all matters and/or disputes relating to or arising from this Agreement. Without limiting the foregoing, both User and SCR irrevocably and

unconditionally agree not to assert: (a) an objection to venue; (b) any claim of inconvenient forum; and (c) any claim that the South Carolina courts referenced herein do not have jurisdiction.

i. WAIVER OF JURY TRIAL. BOTH USER AND SCR IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY AND AGREE THAT EITHER USER OR SCR MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY, AND BARGAINED-FOR AGREEMENT AMONG USER AND SCR IRREVOCABLY TO WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY LITIGATION.

j. Equitable Relief. User and SCR acknowledge and agree that the terms, covenants, restrictions, and affirmative obligations set forth in this Agreement do not impose any undue hardship or unreasonable burden on them. Additionally, User and SCR acknowledge and agree that these same terms, covenants, restrictions, and affirmative obligations are commercially reasonable and necessary and, further, that any breach or threatened breach of these terms, covenants, restrictions, and/or affirmative obligations will cause immediate and irreparable harm, which could not be adequately remedied through the payment of monetary damages. As such, if any breach or threatened breach occurs, then the non-breaching party shall be entitled to injunctive relief (without the posting of a bond or similar security, which the parties expressly waive such right to the posting of a bond), in addition to such other legal and equitable remedies that may be available, including, but not limited to, specific performance.

k. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

l. Attorneys' Fees. In the event that any party institutes any legal suit, action, or proceeding against the other party to enforce the conditions and covenants contained in this Agreement or obtain any other remedy in respect of any breach arising out of or relating to this Agreement, the prevailing party in the suit, action, or proceeding shall be entitled to receive, in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action, or proceeding, including reasonable attorneys' fees and expenses and court costs.

m. Successors: Third Party Rights. This Agreement shall be binding upon and inure to the benefit of the respective and permitted successors, assigns, and legal representatives of User and SCR. Nothing in this Agreement shall create or be deemed to create any third-party beneficiary rights in any person or entity not a party to this Agreement.

n. Cooperation. User agrees to cooperate fully and execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement and the protection of SCR's ownership of and rights in and to the Forms.

USER HEREBY EXPRESSLY ACKNOWLEDGES THAT USER HAS HAD AMPLE TIME TO AND HAS IN FACT CONSULTED WITH THEIR ATTORNEY(S), IF SO DESIRED, CONCERNING THE TERMS, CONDITIONS, AND CONSEQUENCES OF THIS AGREEMENT AND THAT USER HAS READ AND FULLY UNDERSTANDS THE SAME. IF USER DOES NOT AGREE TO EACH AND ALL OF THESE TERMS, USER SHOULD NOT USE, DOWNLOAD, OR OTHERWISE ACCESS SCR'S FORMS.

[END]