

IMAGE USAGE LICENSE AND SERVICE AGREEMENT – Version 1.16

This Image Usage License and Service Agreement (this “Agreement”) is entered into as of [Date] (the “Effective Date”), by and between:

Licensor / Client

[Client's Full Legal Name or Company Name]

[Client's Address]

[Client's Email]

[Client's Phone Number (If applicable)]

Additional Licensor / Client (if applicable)

[Full Legal Name or Company Name]

[Address]

[Email]

[Phone Number]

Licensee / Service Provider

Vision Machine Studios LLC dba RealtyUXE

[Business Address in California]

[Email]

[Phone Number]

Recitals

WHEREAS, Licensor owns or lawfully controls the copyright and all other rights in certain photographs, images, or visual media (the “Images”) related to the real property identified in Appendix A (the “Property”);

WHEREAS, Licensee provides real estate enhancement services, including AI-based visualizations, listing video production, website display at realtyuxe.com, marketing materials, promotional videos, and related activities;

WHEREAS, Licensor wishes to grant Licensee certain limited rights to use the Images and to engage Licensee to produce one or more AI-enhanced listing videos (each a “Listing Video”) derived from the Images;

WHEREAS, the parties intend to comply fully with California Business and Professions Code § 10140.8 (effective January 1, 2026) regarding digitally altered images used in real estate advertising and promotions. The statute applies to real estate brokers, salespersons, or persons acting on their behalf and imposes disclosure obligations and potential misdemeanor liability for willful violations. Both parties acknowledge potential shared responsibility and agree to cooperate in good faith to fulfill statutory duties;

NOW, THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties agree as follows:

1. Grant of License

Licensor grants Licensee a non-exclusive, worldwide, royalty-free, sublicensable (solely to hosting platforms, social media providers, advertising networks, MLS systems, email service providers, paid digital advertising platforms, search engines, and similar third parties strictly necessary for the permitted display, promotion, distribution, or advertising of the Images and Listing Videos in connection with the Property and without granting broader rights to such third parties), revocable, and non-transferable (except in connection with a sale of all or substantially all of Licensee's business assets or merger, with prior written notice to and consent from Licensor, not to be unreasonably withheld) license to use, reproduce, display, distribute, transmit, publicly perform, modify, and create derivative works from the Images (including AI-enhanced or digitally altered versions) solely during the Term and solely for the following purposes:

- (a) displaying and promoting the Images and Listing Videos on Licensee's website (realtuxe.com) and related digital platforms under Licensee's control;
- (b) enhancing, modifying, or generating AI-based visualizations for real estate buyer experiences, marketing, or promotional purposes related to the Property;
- (c) producing and distributing Listing Videos; and
- (d) including the Images and/or Listing Videos in marketing materials, social media, emails, presentations, promotional videos, paid advertisements, or other content directly related to real estate services for the Property.

The license term commences on the Effective Date and continues for three (3) years or until the Property is sold or removed from active marketing, whichever occurs first (the "Term"), unless earlier terminated in accordance with Section 5.

Licensee shall not, and shall ensure its sublicensees do not: (i) use the Images, Listing Videos, or any derivatives thereof to train, fine-tune, develop, or improve any artificial intelligence or machine learning models; (ii) sublicense the Images or derivatives beyond the strict necessity described above; or (iii) use the Images or derivatives for any purpose unrelated to real estate services for the Property or in violation of fair housing laws, anti-discrimination statutes, or other applicable laws.

Post-Termination Use

Upon expiration or termination of this Agreement:

- Licensee shall immediately cease all new uses of the Images and Listing Videos.
- Licensee may continue to use the Images and Listing Videos solely in materials already published or distributed prior to termination ("Existing Materials"), but only for thirty (30) days following termination and only if all required statutory disclosures under BPC § 10140.8 remain intact and originals remain accessible via the mechanisms Licensee established.
- Licensee shall use commercially reasonable efforts to remove or cause the removal of altered content from platforms under its direct control within thirty (30) days after termination and shall promptly send written takedown requests (via DMCA where applicable or platform-specific forms) to third-party platforms. Licensee shall continue good-faith efforts for a reasonable period (not to exceed sixty (60) days post-termination). No liability arises from third-party platforms' independent retention after Licensee has fulfilled its duties. Licensor agrees to reasonably cooperate with removal requests.

1.1 Compliance with Business and Professions Code § 10140.8

The parties acknowledge that BPC § 10140.8 requires disclosure when a digitally altered image (as defined in § 10140.8(b)(1), excluding minor adjustments per § 10140.8(b)(2)) is used in advertisements or promotional materials for real property sales. Both parties shall cooperate in good faith to ensure compliance.

Licensee shall, for content it creates or publishes under this Agreement:

- (i) include a reasonably conspicuous written disclosure statement immediately on or adjacent to each digitally altered Image or Listing Video (e.g., “Digitally Altered,” “AI-Enhanced,” “Virtually Staged,” or substantially similar language compliant with § 10140.8), together with language indicating access to the original unaltered Image(s); and
- (ii) provide a link, URL, QR code, or other publicly accessible method (which Licensee may host on realtyuxe.com or a dedicated page) that allows viewers to access and clearly identify the original, unaltered Image(s). Licensee shall maintain such access mechanisms publicly available during the Term and for Existing Materials (up to 30 days post-termination, as limited above).

To minimize disputes, Licensee shall treat any alteration beyond basic adjustments (lighting, sharpening, white balance, color correction, angle, straightening, cropping, exposure) as requiring disclosure unless Licensor provides prior written confirmation that the alteration qualifies as exempt under § 10140.8(b)(2).

Prior to Licensee’s first publication or distribution of any digitally altered content for the Property, and as a condition precedent to such publication, Licensor shall provide written confirmation (via email or amendment to Appendix A) that: (i) Licensor has reviewed Licensee’s proposed alterations (or samples); (ii) Licensor will include all required statutory disclosures and provide access to originals in its own republication or use; and (iii) Licensor will flow down disclosure requirements to downstream users (e.g., MLS submissions, syndication services, affiliates). Licensee has no obligation to publish altered content until such confirmation is received and may decline if not provided within a reasonable time.

Licensor shall: (i) comply with BPC § 10140.8 in all uses or republications; (ii) require downstream users to maintain disclosures and access to originals; and (iii) accept primary responsibility for republication and flow-down obligations.

If Licensee reasonably believes a proposed alteration may require disclosure, it may request Licensor’s written position within two (2) business days; Licensor shall respond within two (2) business days. If no timely response or dispute persists, Licensee may apply disclosure, decline to proceed, or (at its discretion) withhold publication pending resolution. The parties shall confer in good faith on disputes. Each party shall retain copies of originals and make them available upon reasonable request.

2. Scope Limitations

Licensee shall not use the Images or Listing Videos:

- (a) for any purpose unrelated to real estate services or promotion of the Property;
- (b) to sell or transfer the Images independently; or

(c) in any defamatory, pornographic, illegal, or intentionally misleading manner. All uses shall comply with fair housing and anti-discrimination laws.

3. Representations and Warranties

Licensor represents and warrants that:

- (a) it is the sole owner or has full authority to grant the license;
- (b) the Images do not infringe third-party rights;
- (c) necessary model/talent releases are obtained if applicable;
- (d) it will comply with BPC § 10140.8 and applicable laws in republications;
- (e) Images comply with fair housing laws; and
- (f) it complies with CCPA/CPRA if applicable.

Licensee represents and warrants that its modifications will not intentionally misrepresent the Property in violation of law and that it will comply with BPC § 10140.8 in content under its direct control. Representations and warranties survive termination for three (3) years.

4. Copyright Notice and Attribution

Licensee shall include a copyright notice where commercially feasible (e.g., “© [Year] [Licensor Name] – All Rights Reserved”). Upon reasonable request, additional attribution may be included in mutually agreed form.

5. Term and Termination

This Agreement commences on the Effective Date and continues for the Term unless earlier terminated by:

- (a) mutual written agreement;
- (b) either party upon thirty (30) days’ written notice if the other party materially breaches this Agreement and fails to cure within fifteen (15) days after receiving written notice (or immediately if the breach is incurable);
- (c) Licensor for convenience upon thirty (30) days’ written notice, provided all outstanding fees are paid; or
- (d) Licensee for convenience upon thirty (30) days’ written notice if no outstanding fees are owed and no production is in progress, or upon payment of any prorated fees for in-progress work.

Licensor shall notify Licensee in writing within two (2) business days after the Property is sold, withdrawn, or active marketing ceases. Licensee may complete in-progress production upon mutual agreement.

6. Indemnification

Each party shall indemnify, defend, and hold harmless the other from third-party claims arising from its own:

- (a) breach of representations, warranties, or covenants;
- (b) willful or knowing violation of BPC § 10140.8 (or failure to fulfill statutory duties where solely attributable to that party);
- (c) gross negligence or willful misconduct; or
- (d) data breach/CCPA violation attributable to it.

Additionally:

- Licensors indemnifies Licensee against claims from (i) third-party IP/privacy claims related to original Images; (ii) Licensors' or downstream users' republication without proper disclosure; or (iii) Licensors' failure to flow down obligations.
- Licensee indemnifies Licensors against claims from Licensee's use beyond the granted scope or failure to include required disclosures in content under Licensee's direct control.

Where both contribute, liability apportioned by comparative fault. Indemnification conditioned on prompt notice, cooperation, and control of defense/settlement (no settlement imposing obligations without consent, not unreasonably withheld). Obligations survive for three (3) years.

7. Governing Law; Jurisdiction; Venue; Dispute Resolution

This Agreement is governed by California law, without regard to conflicts principles. The parties submit to exclusive jurisdiction of state and federal courts in Los Angeles County, California, waiving venue/forum objections. Any dispute not resolved by good-faith negotiation shall proceed first to non-binding mediation (costs shared equally), then (if unresolved) to binding arbitration in Los Angeles under JAMS rules (one arbitrator, expedited).

8. Entire Agreement; Amendments

This Agreement is the entire understanding and supersedes priors. Amendments in writing signed by both parties.

9. Electronic Signatures

Electronic signatures valid under California's Uniform Electronic Transactions Act.

10. Payment Terms and Production Process

- The first Listing Photo Sample Video per Client is free.
- Subsequent Listing Videos: \$1,000 each (or mutually agreed amount). Pricing for subsequent videos shall increase annually by the greater of five percent (5%) or the increase in the Consumer Price Index for All Urban Consumers (CPI-U), West Region, published by the U.S. Bureau of Labor Statistics.
- Licensee may require a 50% deposit for subsequent videos prior to production.
- Licensors submit Images/details via secure portal. Licensee reviews and notifies approval/denial within five (5) business days based on: technical feasibility (e.g., ≥ 3000 px resolution), quality, legal compliance (including BPC § 10140.8), and capacity (queue limits published on realtyuxe.com and applied consistently). Denials include specific reasons and cure suggestions.
- Disputes over denial: confer within three (3) business days; unresolved to mediation/arbitration.
- Approved: Produce/deliver within 7–12 business days; one revision round free. Additional revisions quoted.
- Payment due within fifteen (15) days of invoice (ACH/credit card/check). Late: 1.5% per month or max legal rate. Licensee may suspend production or delivery of new videos if any invoice remains unpaid more than thirty (30) days after written notice.
- No refunds except mutual agreement or material nonconformity (Licensee corrects, refunds prorated, or credits at option).

11. Limitation of Liability

EXCEPT FOR INDEMNIFICATION OBLIGATIONS, WILLFUL MISCONDUCT, GROSS NEGLIGENCE, BREACH OF SECTION 3, VIOLATIONS OF LAW WHERE LIMITATION PROHIBITED, OR DATA BREACHES/CCPA VIOLATIONS, NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES. TOTAL LIABILITY LIMITED TO AMOUNTS PAID/PAYABLE UNDER THIS AGREEMENT IN PRIOR TWELVE (12) MONTHS.

12. Miscellaneous

12.1 Severability. Invalid provisions replaced with closest intent/effect.

12.2 Force Majeure. Except payment, no liability for delays from uncontrollable events (notify promptly, mitigate). >60 days: either terminate without further liability except accrued.

12.3 Survival. Sections 1 (post-termination), 1.1, 2, 3, 4, 6, 7, 10 (payments), 11, 12 survive.

12.4 Data Privacy. Comply with CCPA/CPRA; Licensee as service provider, limited use.

12.5 Notices. Formal: certified mail/courier/email (receipt confirmed). Routine: email.

12.6 Confidentiality. Each party treats the other's proprietary info (including Licensee's AI processes) as confidential, not disclose except as necessary.

12.7 Compliance Records and Verification. Each party shall retain relevant records for three (3) years. Upon reasonable written request (no more than once per year absent cause), the other may review records related to § 10140.8 compliance and no-AI-training obligations (including process descriptions or affidavits).

12.8 Adding Images. Additional Images/Properties added only by written amendment or Licensee's written/email confirmation of receipt/approval and any applicable payment.

12.9 No AI Training. Licensee shall not use Images to train or improve AI/ML models. Upon reasonable request, Licensee shall provide reasonable assurances of compliance (e.g., affidavit, high-level process description). Licensee shall apply metadata or watermarks indicating origin where commercially feasible.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Licensor / Client

Signature: _____

Printed Name: _____

Title (if applicable): _____

Date: _____

(If applicable) Additional Licensor / Client

Signature: _____

Printed Name: _____

Title (if applicable): _____

Date: _____

Licensee

Vision Machine Studios LLC dba RealtyUXE

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Appendix A – Description of Images and Property

- Property Address: [Insert full address]
 - Description: [e.g., 15 high-resolution photographs of the interior and exterior, delivered via [method/date]]
 - Licensor Compliance Confirmation: Licensor confirms that it has reviewed proposed alterations (or samples) and will comply with its obligations under California Business and Professions Code § 10140.8 for all altered content produced hereunder, including providing required disclosures and access to originals in its own republication or use, and flowing down such obligations to any downstream users. Licensor agrees that Licensee may withhold publication of digitally altered content until this confirmation is provided. Licensor further acknowledges the mutual cooperation obligation under Section 1.1.
- Signature: _____ Date: _____