

Matterport Services Agreement

This Matterport Services Agreement ("MSA") forms a material part of the Agreement. In the event of any conflict in terms, the following order of precedence applies unless otherwise stated in a written, signed agreement, amendment or addendum between the parties: (1) the Order; (2) this MSA; (3) the Data Processing Addendum; and (4) the Privacy Notice.

1. **Definitions.** As used herein, the following terms shall have the following meanings:

- **3D Space:** A virtual 3D representation of a Property created on the Platform and made available via a web link.
- **Agreement:** The Order, together with this MSA.
- **Add-On:** Any image, file, model, rendering, export, floor plan, measurement, point cloud, mesh, dataset or other deliverable (other than a 3D Space) generated for Customer by Matterport from a 3D Space or Customer Data pursuant to an Order.
- **AI Features:** Any artificial intelligence enabled features and functionality that Matterport makes available for use by Customer or its Authorized Users as part of the Services (including the creation of 3D Spaces).
- **API:** Matterport's application programming interface made available for the Services.
- **API Content:** Any content or data on the Platform that is made available through the APIs or SDK.
- **API/SDK Services:** The API and SDK features and functionality made available by Matterport via the Platform or offered as part of a third-party integration.
- **Authorized User:** (a) If Customer is an individual, Authorized User shall mean Customer, otherwise, (b) Authorized User shall mean each of Customer's employees, consultants, contractors, agents, and third-party collaborators who are expressly authorized by Customer to access and use the Platform and the Services pursuant to the Agreement.
- **Capture Job:** The performance of Capture Services for a specific Property.
- **Capture Services:** Matterport's digital imagery capture services (including, but not limited to, 3D photography and drone footage) and professional services for enhancing a 3D Space (including, but not limited to, photo editing, blurring or obfuscation of personal data or other sensitive data, and the application of Tags).
- **Confidential Information:** Non-public information disclosed by one party to the other that is marked confidential, or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of disclosure, excluding information that: (a) is or becomes public through no breach of the Agreement; (b) was lawfully known to it without restriction before receipt; (c) is independently developed without use of the disclosing party's Confidential Information; or (d) is lawfully received from a third party without restriction.
- **Customer:** The Customer identified in the Order.
- **Customer API Application:** The software, functionality, or website application developed by or for Customer that uses the APIs or SDK.
- **Customer Data:** Any information, data, and other content, in whatever form or medium, that is submitted, posted, or otherwise transmitted to Matterport in connection with Customer's (and its Authorized Users') access to and use of the Platform, Services, and Hardware, including without limitation Customer Image Data; provided, however, that "Customer Data" expressly excludes Matterport Data.
- **Customer Image Data:** Any Customer Data that is uploaded, submitted, or otherwise posted to the Platform by or on behalf of Customer or an Authorized User in the form of images (whether 2D or 3D), including (without limitation) all associated Tag images that may be uploaded by Customer or an Authorized User to a 3D Space; provided, however, that "Customer Image Data" expressly excludes Add-Ons or any other content or data produced, derived, or generated by, through or from a 3D Space, the Platform, or the Services.
- **Data Processing Addendum:** Matterport's standard data processing addendum as updated from time to time, a copy of which is available at <https://www.costar.com/about/terms-conditions-costar-dpa>.
- **Fee Commitment:** The total fixed amount of Fees identified as a commitment under an Order that Customer is obligated to purchase from Matterport for a particular Service.
- **Fees:** All amounts payable by Customer under an Order.
- **Firmware:** Software embedded within the Hardware by Matterport.
- **Hardware:** Matterport-branded hardware products and accessories, including Matterport cameras, mounts and accessories.
- **Intellectual Property Rights:** All intellectual property rights, including patents, rights to inventions, copyright and related rights, trademarks and service marks, business names and domain names, rights in designs, database rights, rights in computer software, rights in confidential information (including know how and trade secrets), and any other similar rights, in each case whether registered or unregistered, and including all applications and rights to apply for and be granted, renewals and extensions of, and rights to claim priority from, such rights.
- **Marks:** Any trademarks, logos, service marks, trade names or other branding of a party, whether or not registered.
- **Matterport:** Matterport, LLC, a Delaware limited liability company.
- **Matterport Data:** Anonymized, aggregated or de-identified data that is generated, processed, collected or derived from the use of Matterport Technology, including sensor-generated data, generic space data, usage and performance data, analytics, and learning and process improvement data.
- **Matterport Technology:** All technology and data developed or created by, or on behalf of, Matterport from time to time, including without limitation: (a) the Platform; (b) embedded or external technology in any Matterport camera made available for use by customers, including LIDAR sensors and other depth-perception technologies; (c) Matterport's positional technology that specifies the location of digital objects within a 3D Space; (d) AI Features and any related models, system-generated functionality or processing components made available or used in connection with the Services; (e) any outputs generated from the AI Features (other than 3D Spaces); (f)

Matterport Data; (g) Add-On creation technology; (h) system performance data, workflows, know-how, object segmentation, auto-generated labels, space indexing, computer vision created by Matterport; (i) API and SDK functionality or other integrations made available by the API/SDK Services; and (j) any improvements to any of the foregoing.

- Order: The written, click to accept, or electronic order or document entered into between Customer and Matterport at the time of checkout or purchase of the Services or Hardware.
- Platform Services: The core services made available by Matterport to Customer and its Authorized Users under a Platform subscription, including, without limitation, access to the Platform, the hosting, viewing, processing, and management of 3D Spaces, and the AI Features, subject to the functionality limits, pricing, and number of Authorized Users specified in an Order.
- Privacy Notice: Matterport's privacy notice as updated from time to time, a copy of which is available at <https://www.costar.com/about/privacy-notice>.
- Platform: Matterport's proprietary cloud-based application platform from which the Services are made available by Matterport.
- Property: The structure, address, location, or premises (including indoor and outdoor areas) used to create a 3D Space.
- Reseller: Any third-party reseller who has a reseller or distribution agreement with Matterport to resell or distribute the Services and Hardware.
- Reseller Order: An agreement between Customer and a Reseller.
- SDK: Matterport's software development kit made available for the Services.
- Services: The (a) Subscription Services, (b) Capture Services, and (c) any other services or deliverables that Matterport (or a Reseller, as applicable) makes available to Customer under an Order.
- Start Date: The earlier of (i) the Order effective date or, if applicable, (ii) Customer's first access to, or use of, the Services or Hardware prior to the applicable Order being executed.
- Subscription Services: The (a) Platform Services, (b) API/SDK Services, and if applicable, (c) Add-Ons.
- Tag: Any text, notes, tags, annotations, hyperlinks, images, videos, and any other rich media content that may be uploaded by Customer (or an Authorized User) or Matterport to a 3D Space.
- User Manuals: User manuals, help guides, technical documentation, specifications, and other materials made available to Customer on Matterport's website or otherwise in connection with the use of the Services or Hardware from time to time, including, but not limited to, the descriptions of features, functionality, usage limits, technical requirements, and pricing information.

2. **Resellers.** If Customer orders any Services or Hardware from a Reseller under a Reseller Order:

- (a) any reference to an "Order" in this MSA means the relevant Reseller Order;
- (b) the fee provisions of the Reseller Order supersede any fee provisions herein; Matterport is not responsible for Reseller's fees, pricing, billing, or returns, Customer shall pay all fees directly to Reseller, and shall look solely to Reseller for any applicable credits or refunds due or returns; and
- (c) Matterport has no responsibility or liability whatsoever for any act or omission of Reseller, and except to the extent of any express written agreement signed by Matterport, no term in any agreement between Customer and Reseller shall be binding on Matterport, and as between Matterport and Customer, the Agreement controls.

3. **Term.**

- (a) The term of the Agreement shall begin on the Start Date and continue until all Orders have expired or been terminated.
- (b) Unless an Order states otherwise, Subscription Services shall automatically renew for successive periods equal to the lesser of (i) the original subscription period set forth in the Order or (ii) 12 months, unless either party provides written notice of non-renewal at least 30 days prior to the end of the then-current subscription period.

4. **Termination and Interruption of Access.**

- (a) Either party may terminate the Agreement if the other party:
 - (i) materially breaches the Agreement, and such breach is not remedied within 21 days after written notice to the breaching party; or
 - (ii) makes an assignment, arrangement or composition for the benefit of its creditors, or is the subject of a filing of a petition under any bankruptcy or insolvency law and such filing is not discharged within 30 days of such filing.
- (b) Matterport may suspend the provision of any portion of the Services to Customer upon Matterport's good faith determination of:
 - (i) any actual or imminent violation of the Agreement by Customer or an Authorized User;
 - (ii) any current or potential threat or attack on the Services;
 - (iii) a vendor's suspension or termination of third party products or services that affect Customer's use of the Services; or
 - (iv) any material violation of any other agreement between the parties or their affiliates.

Matterport will use commercially reasonable efforts to update Customer on when access to the affected Service(s) will resume and will restore access to the affected Service(s) if and when the event causing the Service suspension is resolved.

5. Post-Termination.

- (a) Upon termination or expiration of the Services, Customer: (i) may no longer access the Services (including, without limitation, any 3D Spaces and Add-Ons hosted on the Platform) and (ii) must immediately pay to Matterport any remaining sums owed under any Order(s) and, if Customer has a credit card on file, authorizes Matterport to charge such credit card for any such sums.
- (b) Upon termination or expiration of any applicable API/SDK Services, Customer must promptly cease use of the APIs and SDK, revoke any delegated access, and stop using the API/SDK keys, delete all copies of the non-public User Manuals for the API/SDK Services in its possession or control and cease displaying API Content, except as permitted under the Agreement through standard Platform sharing functionality. Upon request, Customer will certify compliance with this Section.

6. Fees.

- (a) Customer agrees to pay the Fees set forth in an Order when due, without set off, withholding or deduction, in the currency and manner indicated in the Order. Customer authorizes Matterport to charge Customer's selected payment method for Fees when due, including at renewal, if applicable as specified in an Order. Customer is responsible for all purchases and charges made through Customer's account (including by Authorized Users or anyone using Customer's credentials or permissions). Any Fee amounts not paid when due will accrue interest from the due date set forth in an Order at the maximum rate permitted by applicable law. Matterport may (i) immediately suspend Customer's account for unpaid Fees, (ii) terminate Customer's account for material breach due to unpaid Fees, and/or (iii) use all legal means to recover any unpaid Fees at Customer's expense.
- (b) If an Order contains a Fee Commitment, such Fee Commitment is a minimum commitment for the period set forth in the Order for the specified Service and must be paid in full regardless of actual usage. Any unused portion of the Fee Commitment existing at expiration of the period set forth in an Order will be (i) invoiced (if not yet invoiced), (ii) forfeited and (iii) non-refundable except to the extent required by applicable law. If the Fee Commitment is exhausted prior to expiration of the period set forth in the Order, such Order shall terminate and Matterport may immediately invoice Customer for any Fee Commitment amounts not yet invoiced, plus excess usage above the Fee Commitment amount. In the case of Capture Services, if Matterport continues to provide these Services following termination, Matterport may continue to invoice Customer monthly in arrears at the Fee amounts set forth in its most recent Order and the Agreement will continue to apply during such extension period.
- (c) Unless otherwise stated in an Order, Matterport may increase the Fees for Subscription Services which will apply at the start of any renewal period.
- (d) Fees are exclusive of any sales tax, duties, use tax, VAT, GST, or similar taxes which Customer is responsible for, except where Matterport is required by law to collect them. In the case of Hardware, sales tax will be based on the ship-to address at time of purchase and Matterport will charge sales tax only in jurisdictions where local laws or regulations require it, to the best of Matterport's knowledge.
- (e) Customer must notify Matterport about any Fee disputes within five (5) days after the invoice date or the date the charges first appear on Customer's account; if any Fee dispute is not brought to Matterport's attention within such period, Customer agrees to waive the right to dispute such Fees.
- (f) It is Customer's responsibility to promptly provide Matterport with any contact or billing information changes or updates (including phone number, email address, credit card numbers, and any other information Matterport may reasonably require). Billing updates should be submitted through <https://support.matterport.com/s/contactsupport>.

7. Authorized Users. Customer is responsible for the acts and omissions of its Authorized Users and any other third-parties it permits to purchase, order or access the Services or Hardware. Customer, as the registered owner of its Matterport account, is responsible for administering and controlling access to the Subscription Services for its Authorized Users, maintaining appropriate account administrators, and keeping all user credentials secure and confidential. Only Customers and their Authorized Users are permitted to share or transfer 3D Spaces or Add-Ons from their Matterport account. Customer will promptly notify Matterport of any suspected unauthorized access and will promptly disable access to the Subscription Services for any user who is no longer an Authorized User.

8. Use Limits and Restrictions.

- (a) Any Subscription Services subject to usage limits and overage pricing in a written Order must be used during the time period stated therein. Any unused portion of such Subscription Services will be forfeited and non-refundable except to the extent required by applicable law. Conversely, Matterport may notify Customer if Customer's use of a Subscription Service is nearing a usage limit and, in such circumstances, Matterport may discuss with Customer how to reduce Customer's usage so that it can avoid the usage limit (but Matterport will be under no contractual obligation to do so). Matterport may audit Customer's usage.
- (b) If usage limits are exceeded:
 - (i) Customer may purchase additional capacity through a click-through Order in which case overage Fees will be charged at the pricing stated in the original written Order (or if not stated, at Matterport's then-current standard rates) and invoiced monthly in arrears at the maximum usage amount during any given month.
 - (ii) If Customer does not purchase such additional capacity, Matterport may suspend the affected Service until the overage is resolved, and/or require a new written Order before reinstating the Subscription Services.
- (c) Except as expressly permitted under the Agreement, Customer will not, and will not permit any Authorized User or third party to, directly or indirectly:
 - (i) use the Services in any manner that exceeds the scope of the licenses and use granted under the Agreement;
 - (ii) provide any third party access to Customer Image Data stored on the Platform (except (i) through the permitted end user sharing functionality or authorized links within the Platform or (ii) permitted API/SDK Services);
 - (iii) use any deep link, page scrape, spider, robot, crawl, index, AI or other automated means to access, copy, acquire information from, generate impressions on, or monitor any portion of the Services;
 - (iv) send, post, upload or otherwise transmit to or through the Services any data, including but not limited to, any media, imagery, text or other content, that is unlawful, infringing, harmful, harassing, defamatory, threatening, hateful, discriminatory, violent, fraudulent, vulgar, pornographic, or otherwise objectionable (as determined in Matterport's sole discretion);
 - (v) knowingly upload or otherwise transmit to or through the Services any material that contains viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware,

adware or any other harmful or unwanted programs or similar computer code designed to adversely affect the operation of the Services;

- (vi) misrepresent an Authorized User's identity or affiliation in any way;
- (vii) use the Platform or Services to advertise or solicit the sale of any product or service or distribute spam;
- (viii) reproduce, duplicate, copy, resell or sublicense any part of Services;
- (ix) use the Services for commercial use, or to create a searchable database of Matterport content or data;
- (x) use the Services or Hardware to develop, train, or improve a competing product or service;
- (xi) upload or expose any Matterport-provided data or content to "open" AI tools or public model training endpoints to train or improve third-party models;
- (xii) recreate, reverse engineer, decompile, disassemble, modify, or create derivative works of any Matterport Technology or any Matterport product or service; or
- (xiii) assist or permit others in engaging in any of the restricted activities described above.

9. **Subscription Services.** This Section, and all related provisions addressing each of the Subscription Services under this MSA, will only apply to the extent Customer places an Order for, or is otherwise provided access to, the Subscription Services.

- (a) During the applicable subscription period for Subscription Services as stated in an Order, Matterport will provide Customer with technical support available at <https://support.matterport.com/s/contactsupport>. (Technical support does not include consulting, implementation, training, or other professional services.)
- (b) Matterport will use commercially reasonable efforts to make the Subscription Services available, subject to scheduled or emergency maintenance, force majeure events, or other causes beyond Matterport's reasonable control.
- (c) Matterport may, in its sole discretion, provide Customer trial or evaluation access to the Subscription Services. Trials are provided free of charge and are subject to the Agreement, except that any Fee, service level, or support do not apply unless expressly stated in an Order. Trials are provided "as is" without warranty and may be suspended or terminated by Matterport at any time. If Customer purchases Subscription Services following a trial, the Agreement will govern.
- (d) Customer's Subscription Services will remain in effect for the applicable subscription period, and Customer may not cancel, reduce or downgrade its Subscription Services until the next applicable renewal period.

10. **AI Features.**

- (a) AI Features are included as part of the Platform Services, but certain AI Features may be unavailable for certain plans, regions, or configurations, changed, suspended, or discontinued, or subject to additional Fees.
- (b) AI Features may be used to generate various outputs, including without limitation images, content or data. AI Features use various inputs or sources, including Customer Data, Matterport Data, and publicly available data, to create outputs. For clarity, while a 3D Space incorporates, and is comprised of, various outputs from the AI Features, the 3D Space itself is not an output of the AI Features.
- (c) In connection with Customer's use of any AI Features, Customer must not submit any inputs that intentionally include personal data.
- (d) Customer is solely responsible for its use of any outputs generated by the AI Features, including ensuring such use complies with applicable law.
- (e) Customer must not remove or alter any Matterport Marks, watermarks or metadata included with any outputs generated by the AI Features or mislead others about the origin of such outputs.
- (f) Customer must not, and must not permit any third party, to use any outputs generated by the AI Features, or any information received or derived from the AI Features to develop, train, test, or otherwise improve any machine learning or artificial intelligence systems, models, or weights.

11. **Add-Ons.** This Section, and all related provisions addressing Add-Ons under this MSA, will only apply to the extent Customer places an Order for, or is otherwise provided access to, Add-Ons.

- (a) Add-Ons are generated based on 3D Spaces designated by Customer, and are delivered and made available through the Platform in the formats, resolutions, and delivery methods supported by Matterport at the time of delivery. Availability may vary.
- (b) Customer may purchase Add-Ons at <https://my.matterport.com> or through a written Order.
- (c) Add-Ons are not certified, survey-grade for architectural or engineering purposes, and Customer will not represent as such unless Customer itself independently verifies suitability of the Add-Ons for such purposes.
- (d) Customer acknowledges that certain Add-Ons may be generated or accessed only through the Platform during the applicable subscription period, and, other than Add-Ons already downloaded, may not be accessible or retrievable following the expiration or termination of the Subscription Services.

12. **API/SDK Services.** This Section, and all related provisions addressing API/SDK Services under this MSA, will only apply to the extent Customer places an Order for, or is otherwise provided access to, the API/SDK Services.

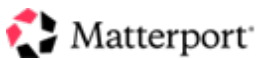
- (a) Customer may use the APIs to (i) access and display permitted API Content within a Customer API Application, (ii) transmit content from a Customer API Application to the Platform, and (iii) copy and use the User Manuals for API/SDK Services solely for integration purposes.
- (b) Customer may use the SDK to (i) develop and test the Customer API Application, (ii) embed SDK components only in compiled form where technically possible and in a manner that prevents extraction, and (iii) copy and use the User Manuals for API/SDK Services solely for integration purposes.

- (c) As between the parties, Customer owns its Customer API Application. Customer must ensure any Customer API Application terms applicable to its end users (i) prohibit misuse of API Content, APIs and SDK, (ii) do not impose obligations on, or make representations on behalf of, Matterport, and (iii) identify Matterport as a third-party beneficiary.
- (d) The API/SDK keys issued by Matterport to enable use of an API or SDK are Matterport's Confidential Information, and may not be distributed to third parties. Where supported, Customer may grant a delegation of authenticated access for an authorized application or for a user to access Customer's permitted API Content via that API or SDK. Customer is responsible for all activity conducted via such API/SDK keys or any such delegated access.
- (e) Except as expressly permitted under the Agreement, Customer will not, and will not permit any Authorized User or third party to, directly or indirectly:
 - (i) use the APIs or SDK except in accordance with the User Manuals for API/SDK Services;
 - (ii) make excessive or unnecessarily repetitive calls to any API;
 - (iii) charge fees, impose a paywall, or otherwise commercialize access to API Content, unless Customer has executed a separate written agreement with Matterport addressing such commercial use;
 - (iv) circumvent restrictions enforced by the APIs, SDK or Platform, or remove or modify technical headers or identifiers;
 - (v) export, cache, bulk download, or host API Content outside the Platform except as expressly permitted by the Agreement;
 - (vi) use the SDK, API Content or any API to extract raw data at scale, or in any way enable bulk export, caching, or hosting of API Content outside the Platform;
 - (vii) combine or integrate any part of the APIs or SDK with software subject to an open-source license that would require disclosure of source code, or impose license terms on the APIs, SDK or API Content; or
 - (viii) engage in any other abusive use as determined by Matterport in its sole discretion.
- (f) Matterport may monitor and measure Customer's use of the APIs and SDK to maintain the API/SDK Services, enforce limits, verify compliance with the Agreement, and calculate usage-based Fees where applicable.
- (g) Matterport may modify, deprecate, or discontinue APIs or SDK features, including for security and product reasons, but will use commercially reasonable efforts to minimize any disruption.

13. **Capture Services.** This Section, and any related provisions addressing Capture Services under this MSA, will only apply to the extent Customer places an Order for, or is otherwise provided access to, the Capture Services.

- (a) Capture Jobs must be submitted with complete and accurate Property information, including, without limitation, type, size, access instructions, safety rules, hazards, and on-site contact details.
- (b) The date and time for the performance of a Capture Job will be mutually agreed upon by the parties.
- (c) Customer is responsible for ensuring that the Property is accessible at the applicable date and time, and that any applicable on-site contact is available.
- (d) Matterport may decline or reschedule a Capture Job if (i) Property information is incomplete or inaccurate, (ii) access to the Property is not available, (iii) the Property is not safe, or (iv) the Property is outside of the available coverage area for Capture Services.
- (e) Customer is solely responsible for preparing the Property for capture; neither Matterport nor any third-party subcontractor is responsible for cleaning, staging, moving items, or otherwise preparing the Property.
- (f) Matterport may use third-party subcontractors to perform Capture Services.
- (g) Fees for Capture Services may require prepayment, and may be calculated based on Property information submitted by Customer. If Matterport determines that any Property information is inaccurate (including without limitation the size of the Property), Matterport may adjust the Fees to account for the correct Property information. Customer is responsible for any additional Fees or reasonable costs incurred by Matterport due to any incorrect Property information provided by Customer or Customer's on-site contact. Off-hours and travel surcharges may apply. If Matterport determines a Property (i) exceeds the standard size for Capture Services based on size, layout, expected time on site, or other on-site conditions or (ii) is complex based on access constraints, site rules, specialized requirements, hazards, layouts, or other on-site conditions, then the Fees set forth in an Order may not apply and the parties will agree in writing on applicable Fees prior to Matterport performing the Capture Job.
- (h) With respect to Capture Job cancellations:
 - (i) If Customer cancels or reschedules a Capture Job less than 24 hours before the date and time previously agreed upon by the parties, Customer will pay a cancellation Fee equal to (a) 100% of the Fees for such Capture Job in the case of on-demand Orders or (b) 50% of the Fees for such Capture Job in the case of written Orders with a Fee Commitment for Capture Services, including any travel or off-hours surcharges.
 - (ii) If Customer cancels or reschedules at least 24 hours before the date and time previously agreed upon by the parties, then Matterport may (a) reschedule the Capture Job or (b) issue a refund or credit, and no cancellation Fee will be charged.
 - (iii) If Customer cancels a Capture Job because it believes some portion, or all, of a Property cannot be captured due to inclement weather, Customer may schedule a new Capture Job, subject to additional Fees (including cancellation fees).

14. **Third-Party Services.** Certain third-party services may be made available to Customer through the Platform. Any use of such third-party services is solely between Customer and the relevant third-party provider. Matterport is not a party to any agreement between Customer and such third party, does not provide support for such third-party services, and



has no liability for any act or omission of any third-party provider. Customer authorizes Matterport to provide to any such third-party provider that Customer engages through the Platform any Customer Data reasonably required to enable the applicable third-party service.

15. **Hardware.** This Section, and any related provisions addressing Hardware under this MSA, will only apply to the extent Customer places an Order for, or is otherwise provided with, the Hardware.
- (a) If Hardware is purchased directly from Matterport via an Order, Matterport is the seller of record, and this MSA shall apply to such purchase. (ii) If Hardware is purchased from a third-party seller (including via Amazon or another marketplace), such third-party seller is the seller of record, and this MSA shall apply to such purchase, except that such third party's commercial transaction terms relating to pricing, payment, delivery, and returns shall control over any such terms in this MSA. (iii) If Hardware is purchased from a Reseller, Customer may also be subject to the Reseller Order's terms.
 - (b) Customer is responsible for all costs associated with shipping the Hardware unless otherwise set forth in an Order. Delivery dates and times are estimates only and Matterport shall not be liable for any cost or expense if the Hardware is not delivered on time.
 - (c) Risk of loss or damage transfers to Customer when the Hardware is delivered at the FOB origin point, Incoterms 2020, to the extent permitted by applicable law. Title passes when the seller of record has received full payment and delivered the Hardware to Customer, to the extent permitted by applicable law.
 - (d) All Hardware sales are final. Except as expressly stated in the Agreement, or required by applicable law, Hardware purchases by Customer are non-cancellable and non-refundable once shipped. Notwithstanding the foregoing, for one time only, Customer may at its own expense return to Matterport the first item of Hardware purchased by Customer within 30 days of original shipment for a full refund based on original payment method, provided such Hardware is undamaged and in its original packaging with the original receipt. If Customer is a consumer, Customer may have statutory rights to cancel, return, repair or obtain refunds, which vary by country. Returns or remedies for defective Hardware are governed by Matterport's limited warranty set forth in the "Matterport Representations and Warranties" Section of this MSA.
 - (e) If Customer becomes aware of a recall notice by governmental or regulatory authority directive to withdraw any Hardware from sale in any market, then Customer shall immediately notify Matterport in writing and include a copy of such recall notice. Matterport may, in its sole discretion and at any time, issue its own voluntary recall notice to withdraw or recall any Hardware from sale from any market. If Customer is a consumer, Customer shall comply with any voluntary recall notice and Matterport's instructions regarding the same. If Customer is a Hardware distributor or reseller, then Customer must comply with any recall notice and give all reasonable assistance Matterport may require to withdraw the affected Hardware from sale from any market.
 - (f) Customer may not resell Hardware as a commercial reseller or distributor without a written agreement with Matterport authorizing such resale.
 - (g) Customer may not install firmware or software other than the Firmware provided by Matterport. Unauthorized firmware voids warranty coverage to the maximum extent permitted by law.
16. **Modification of Available Products, Services and this MSA.**
- (a) Matterport reserves the right to modify any part of the Services or the way the Services are accessed at any time, so long as such modifications do not significantly degrade the Services.
 - (b) Matterport may discontinue, replace, or modify Hardware equipment, accessories, or related Firmware at any time.
 - (c) **MATTERPORT RESERVES THE RIGHT TO UPDATE THIS MSA IN ITS SOLE DISCRETION FROM TIME TO TIME. UPDATES TAKE EFFECT WHEN PUBLISHED. CUSTOMER'S CONTINUED USE OF THE SERVICES OR HARDWARE AFTER AN UPDATE IS PUBLISHED CONSTITUTES ACCEPTANCE.**
17. **Confidentiality; Privacy; Data Security.**
- (a) Except as provided in the Agreement, if a party discloses Confidential Information, the receiving party will maintain its confidentiality and use it only for purposes related to performance of the Agreement. The receiving party will protect such information with at least the same degree of care it uses to protect its own Confidential Information of a similar nature, and will disclose it only to those employees, agents, and affiliates who have a need to know and are bound by restrictive confidentiality obligations. Nothing in this Section restricts Matterport's use or disclosure of Customer Data if its distribution or sharing was directed by Customer or an Authorized User.
 - (b) Customer will not intentionally include any personal data or special category data (as such terms are defined under the UK GDPR or other applicable privacy laws) in Customer Image Data or other Customer Data and will use reasonable efforts to avoid such inclusion. To the extent that any personal data is captured in or is otherwise evident from Customer Data, Customer shall ensure that it has obtained all necessary rights, permission or consents necessary to enable the upload of such Customer Data to the Platform. All such personal data shall be processed by Matterport in accordance with its Privacy Notice and, where applicable, its Data Processing Addendum.
 - (c) Matterport shall implement and maintain appropriate security measures (including technical, physical and organizational measures) designed to secure the Subscription Services. Further details may be found at: <https://matterport.com/legal/security-practices>.
18. **Intellectual Property, Ownership, and Licenses.**
- (a) **Matterport Technology and Matterport Data.**
 - (i) Matterport owns and retains all rights, title and interest, including all Intellectual Property Rights, in and to the Matterport Technology, subject only to the limited rights expressly granted in the Agreement.
 - (ii) Subject to the payment of all applicable Fees, Matterport grants Customer a limited, non-exclusive, revocable, worldwide, non-transferable license to access and use the Platform Services for Customer's internal business purposes during the applicable subscription period and in accordance with the User Manuals for such Platform Services.
 - (iii) Subject to payment of all applicable Fees, Matterport grants Customer a limited, non-exclusive, revocable, worldwide, non-transferable license to use the APIs and SDK, and to access and display permitted API Content for Customer's internal business purposes and operation of the Customer API Application during the applicable subscription period and in accordance with the User Manuals for the API/SDK Services.

- (iv) Subject to the payment of all applicable Fees, Matterport grants Customer a limited, non-exclusive, revocable, worldwide, non-transferable license to use the Firmware, in object code form, within any Hardware.
 - (v) Customer acknowledges that Matterport may (i) monitor and analyze Customer's use of the Services to create Matterport Data; (ii) create, derive, combine and aggregate Matterport Data from Customer Data and from other sources; and (iii) use, disclose and make available Matterport Data (including publicly) to the extent permitted by applicable law.
- (b) Customer Data.
- (i) Customer owns and retains all rights, title and interest, including all Intellectual Property Rights, in and to its Customer Data, subject only to the limited rights expressly granted in the Agreement.
 - (ii) Customer grants to Matterport and its affiliates a non-exclusive, irrevocable, perpetual, worldwide, royalty-free, sub-licensable license to access, use, host, reproduce, display, distribute, process, modify, perform and create derivative works from the Customer Data (A) as directed by Customer or an Authorized User, and (B) for such other purposes as Matterport and its affiliates may require in connection with the operation of its business, including, without limitation, to provide and support the Services, to create Matterport Data, and to conduct research and development (including training and improving machine learning and AI models), internal analytics, quality assurance, and security and fraud prevention.
- (c) 3D Spaces.
- (i) Customer owns and retains all rights, title and interest, including all Intellectual Property Rights, in and to the 3D Spaces created for Customer pursuant to the Agreement, subject to the rights expressly granted in the Agreement.
 - (ii) Customer grants to Matterport and its affiliates a non-exclusive, irrevocable, perpetual, worldwide, royalty-free, sub-licensable license to access, use, host, reproduce, display, distribute, process, modify, perform and create derivative works from the 3D Spaces for such purposes as Matterport may require in connection with the operation of its business, including, without limitation, (A) to provide and support the Services, (B) to create Matterport Data and (C) to conduct research and development (including training and improving machine learning and AI models), internal analytics, quality assurance, and security and fraud prevention.
- (d) Add-Ons.
- (i) Matterport owns and retains all rights, title and interest, including all Intellectual Property Rights, in and to the Add-Ons, subject only to the limited rights expressly granted in the Agreement.
 - (ii) Subject to the payment of all applicable Fees, Matterport grants Customer a non-exclusive, irrevocable, perpetual, worldwide, royalty-free, sub-licensable license to access, use, host, reproduce, display and distribute any Add-Ons created for Customer pursuant to the Agreement.
 - (iii) Notwithstanding the foregoing, Customer may not resell Add-Ons as standalone products, except where expressly permitted in an Order.
- (e) Privacy Designations of 3D Spaces.
- (i) Customer may designate 3D Spaces hosted on the Platform as private, password protected, unlisted, or public, as described in the User Manuals. Customer is solely responsible for selecting and maintaining the appropriate designation and for any consequences of sharing its 3D Spaces, including third-party access enabled by Customer's designation.
 - (ii) If Customer designates any 3D Space as "public" or otherwise publicly displays any 3D Space (including by publishing or sharing a link), Customer acknowledges that such 3D Space and any Customer Data contained therein may be publicly accessible and Matterport is not responsible for such accessibility. In such event, Customer grants to Matterport and its affiliates a non-exclusive, irrevocable, perpetual, worldwide, royalty-free, sub-licensable license to access, use, host, reproduce, display, distribute, process, modify, perform and create derivative works from such 3D Space and any Customer Data contained therein, and any related Add-Ons derived from such 3D Space, for any of Matterport's and its affiliates' business purposes, including without limitation indexing, marketing, promotion, demonstration, and distribution through their or any third-party distribution channels.
- (f) Marks.
- (i) Customer owns and retains all rights, title and interest, including all Intellectual Property Rights, in and to its Marks, subject only to the limited rights expressly granted in the Agreement.
 - (ii) Customer grants to Matterport and its affiliates a limited, non-exclusive, revocable, worldwide, non-transferable license to display Customer's Marks in connection with Matterport's performance of the Services for Customer. Matterport may also include Customer's name and logo in Matterport's customer lists, sales collateral, and marketing materials, unless Customer notifies Matterport in writing that Customer objects to such use.
 - (iii) Matterport owns and retains all rights, title and interest, including all Intellectual Property Rights, in and to its Marks. Customer may not use, remove, obscure or alter any such Matterport Marks from any products produced from the Services.
- (g) Feedback. If Customer or any Authorized User provides suggestions, enhancement requests, recommendations, corrections or other feedback regarding the Services, Hardware or Matterport Technology, Matterport may use and incorporate that feedback in the Services, Hardware or Matterport Technology without restriction and without obligation to Customer.
- (h) Copyright Notices. Matterport will respond to notices of alleged infringement in accordance with applicable law, including the Digital Millennium Copyright Act (DMCA). Copyright notices may be sent to copyright@costar.com.

19. Matterport Representations and Warranties.

- (a) Matterport represents and warrants that, during the subscription period for any Subscription Services set forth in an Order, it will use commercially reasonable efforts to provide the Subscription Services in accordance with standards generally accepted in Matterport's industry. Matterport also warrants that it uses industry-standard methods designed to prevent the Subscription Services from containing software viruses or other malicious code.

- (b) Matterport warrants that any Capture Services will be performed in a professional and workmanlike manner. Customer's sole and exclusive remedy, and Matterport's entire liability, for any breach of this warranty is re-performance of the non-conforming Capture Services. Customer must notify Matterport in writing within five (5) business days after completion of a Capture Job to exercise this remedy.
- (c) Matterport provides a limited manufacturer warranty for Hardware that covers defects in materials and workmanship under normal use beginning on the original shipment date to Customer and continuing for: (i) 1 year for Matterport cameras and mounts (excluding accessories), except for consumer purchases in the EU which is 2 years; and (ii) 90 days for Hardware accessories, subject to the following:
 - (i) If Hardware is defective during the warranty period, Customer must notify Matterport in writing of the defect and return the Hardware to Matterport in its original packaging. Matterport may, at its option, repair or replace the Hardware at Matterport's expense (excluding shipping costs to or from a non-U.S. location which will be borne by Customer), or refund the Fees paid to Matterport for the defective Hardware (or the portion attributable to the defective Hardware).
 - (ii) If the Hardware develops either a manufacturing or operational fault within 30 days following delivery and such fault is not caused by Customer's (A) negligence (including failure to follow instructions) or (B) alterations or repairs, Customer has the option of an exchange or refund for such Hardware. In all cases, Matterport reserves the right to inspect the Hardware and verify the fault.
 - (iii) The limited warranty in this Section does not apply to (A) consumables, such as batteries, connectors, or charging kits, unless there is a defect in materials or workmanship, or (B) damage or defects caused by misuse, negligence, accidents, unauthorized modification or repair, abnormal conditions, use contrary to instructions, unauthorized firmware/software, cosmetic damage, normal wear and tear, or use with unapproved third-party components.
 - (iv) Matterport's only liability and Customer's exclusive remedy for any claim of a defect in the Hardware, whether arising in tort (including, but not limited to, negligence) or contract, is as stated in this Section, except for any rights or remedies that cannot be excluded under applicable law.
 - (v) Non-Matterport branded equipment or software that may be distributed with the Hardware is sold "as is" and without warranty of any kind, including any implied warranty regarding merchantability or fitness for a particular purpose, and all such warranties are disclaimed by Matterport; Customer shall look solely to the manufacturer or producer of any such equipment or software for any applicable warranties.

20. Customer Representations and Warranties. Customer represents and warrants as follows:

- (a) Customer is solely responsible for the development, content, operation, maintenance, accuracy, legality, integrity, and use of all Customer Data, and Customer owns or has the full right, power and authority to grant Matterport use of and rights in and to all Customer Data pursuant to the Agreement, and the Customer Data, and Customer's licenses to Matterport under the Agreement, do not infringe, misappropriate or otherwise violate any law or any right or interest owned or possessed by any third party.
- (b) Customer has obtained in advance all notices, consents, approvals, licenses, and permissions necessary to capture imagery of any applicable Property and receive the applicable Services with respect to any applicable Property.
- (c) Customer complies with all applicable export controls and sanctions laws and will not export, re-export, transfer, or make available the Services, Hardware, Firmware, or related technology in violation of such laws; neither Customer nor its Authorized Users are subject to sanctions or located in an embargoed territory, and Customer will comply with all applicable export control and sanctions laws in connection with access to and use of the Services and Hardware.

21. Disclaimers, Limitation of Liability.

- (a) Except as expressly set forth in the Agreement, the Services and Hardware are provided "AS-IS" and "AS-AVAILABLE", and Matterport strictly disclaims all warranties, whether express, implied, statutory or otherwise, including any warranties of availability, performance, non-infringement, merchantability, fitness for a particular purpose, accuracy, completeness, and security. Matterport does not warrant that Customer's use of the Services will be uninterrupted or error-free. Matterport does not warrant that any measurements, including without limitation square footage measurements, in any Add-Ons will be accurate, complete or compliant with any local or international professional or regulatory standard. Customer must review all outputs generated by the AI Features before use or reliance, including for accuracy, bias, and legal compliance. Such outputs may be inaccurate, incomplete, non-unique, or unsuitable for Customer's purposes, and may not be protectable by Intellectual Property Rights. Matterport does not guarantee continued availability or support of any Hardware beyond the limited warranty set forth in this MSA. IF CUSTOMER IS A CONSUMER, NOTHING UNDER THE AGREEMENT LIMITS OR EXCLUDES ANY MANDATORY RIGHTS OR REMEDIES AVAILABLE UNDER APPLICABLE CONSUMER PROTECTION LAWS.
- (b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MATTERPORT'S TOTAL AGGREGATE LIABILITY FOR ALL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, AN ORDER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NOT EXCEED THE TOTAL FEES PAID TO MATTERPORT: (i) FOR ANY SERVICES PURCHASED UNDER AN ORDER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR DAMAGES; OR (ii) FOR ANY HARDWARE PURCHASED UNDER AN ORDER THAT GAVE RISE TO A CLAIM FOR DAMAGES; PROVIDED, HOWEVER, THAT SUCH LIMITATION ON LIABILITY SHALL NOT APPLY TO: (A) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (B) DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE.
- (c) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY, EVEN IF NOTIFIED OF THE POSSIBILITY, FOR: (i) LOSS OF PROFIT, LOSS OF REVENUE, LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED SAVINGS OR INTEREST, LOSS OF USE, LOSS OF OR DAMAGE TO REPUTATION OR GOODWILL, OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR (ii) ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, LOSSES, COSTS, CLAIMS, OR EXPENSES OF ANY KIND.
- (d) WITHOUT LIMITING THE FOREGOING, MATTERPORT SHALL HAVE NO LIABILITY FOR ANY DAMAGES TO THE EXTENT ARISING FROM: (i) CUSTOMER'S DESIGNATION OF ANY 3D SPACE AS PUBLIC OR OTHERWISE MAKING IT PUBLICLY AVAILABLE, OR CUSTOMER'S SHARING OF LINKS, EMBEDS, OR ACCESS CREDENTIALS; (ii) UNAUTHORIZED REDISTRIBUTION OR DISPLAY OF ANY 3D SPACE, ADD-ONS, OR CUSTOMER DATA BY ANY THIRD-PARTY, INCLUDING THROUGH UNAUTHORIZED EMBEDDED LINKS OR CODE ON A THIRD-PARTY WEBSITE OR APP; OR (iii) ANY ACT OR OMISSION OF CUSTOMER, ITS AUTHORIZED USERS, OR CUSTOMER'S CONTRACTORS OR SERVICE PROVIDERS.

22. Indemnification.

- (a) Customer will indemnify, defend, and hold harmless Matterport and its affiliates, and their respective officers, directors, employees, and agents, from and against any third-party claim, and any related liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees), including without limitation those imposed on Matterport by a governmental authority, arising out of, or relating to: (i) Customer Data or any other content or data provided by or on behalf of Customer or its Authorized Users; (ii)

Customer's use of the Services or Hardware in breach of the Agreement; (iii) Customer's own products or services; or (iv) Customer's violation of applicable law.

- (b) Matterport will indemnify, defend, and hold harmless Customer from and against any third-party claim alleging that the Subscription Services, when used by Customer as permitted under the Agreement, infringe a third-party's Intellectual Property Rights, subject to the following:
 - (i) Matterport will have no obligation under this subsection to the extent a third-party claim arises from, or relates to: (A) Customer Data or any other content or data provided by or on behalf of Customer or its Authorized Users; (B) Customer's use of the Services or Hardware in breach of the Agreement; (C) Customer's modification of the Services, or combination of the Services with any non-Matterport products, services, software, systems, or data, where the third-party claim would not have arisen but for such modification or combination; (D) Customer's violation of applicable law; or (E) Customer's use of the Services after notice of alleged infringement.
 - (ii) If a third-party claim under this subsection is made or, in Matterport's opinion is likely, Matterport may, at its option: (A) procure the right for Customer to continue using the affected Services; (B) modify or replace the affected portion so it becomes non-infringing; or (C) terminate the affected Services. This subsection includes Customer's sole and exclusive remedy, and Matterport's entire liability, for any third-party claim that the Subscription Services infringe a third-party's Intellectual Property Rights.
- (c) In connection with any indemnification claim, the indemnified party must: (A) promptly notify the indemnifying party of the claim, (B) provide reasonable cooperation at the indemnifying party's expense, and (C) allow the indemnifying party to control the defense and settlement, provided that the indemnifying party may not settle any claim in a manner that admits fault, or imposes non-monetary obligations or restrictions, on the indemnified party without the indemnified party's prior written consent (not to be unreasonably withheld or delayed).

23. **Assignment.** The parties' obligations hereunder are binding on their successors, legal representatives and permitted assigns. Customer may not assign or transfer (by operation of law or otherwise) the Agreement, in whole or in part, without the prior written consent of Matterport; provided, however, that Customer may, with written notice to Matterport, assign its rights and obligations under the Agreement to any successor to all or substantially all of the business or assets of Customer (by merger or otherwise) so long as (a) such assignment shall not result in the elimination of any then-existing Matterport revenue stream from Customer or such third party and (b) such assignee does not directly or indirectly compete with Matterport or any of its affiliates.

24. **Notices.**

- (a) All notices to Customer will be sent to the email or physical address set forth in an Order or to such other address(es) Customer may specify in writing.
- (b) All legal notices to Matterport given hereunder must be in writing and delivered by registered/certified mail (return receipt requested, where available), or by a well-recognized overnight courier, to Matterport, LLC, 1201 Wilson Boulevard, Arlington, VA 22209, Attention: General Counsel, with a copy emailed to generalcounsel@costar.com.
- (c) All other notices to Matterport, including those related to cancellations, billing, accounts receivable, and other non-legal communications, may be sent by contacting Matterport support at <https://support.matterport.com/s/contactsupport>.

25. **Force Majeure.** Neither party shall be in breach of the Agreement, or liable for any delay or failure in performance (other than payment obligations), to the extent caused by events beyond the affected party's reasonable control, including acts of God or government, war, terrorism, civil unrest, strikes, fire or other casualty, pandemic, or utility outages. In such event, the affected party shall notify the other party as soon as reasonably practicable of the delay, its cause, and (where reasonably possible) its expected duration. The time for performance of the affected obligations shall be extended for the period of the delay.

26. **Choice of Law; Jurisdiction; Waiver.** The Agreement shall be governed by and construed under the laws of Delaware without regard to choice of law principles. Matterport irrevocably consents to the exclusive jurisdiction of the federal and state courts located in Virginia for the purpose of any action brought against Matterport in connection with the Agreement or use of the Services or Hardware. Customer irrevocably consents to the jurisdiction and venue of the federal and state courts located in Virginia, or in any State where Customer's Authorized Users are located, for any action brought against Customer in connection with the Agreement or use of the Services or Hardware.

EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION AGAINST THE OTHER PARTY IN ANY DISPUTE OR PROCEEDING (WHETHER BASED ON CONTRACT, STATUTE, TORT, OR ANY OTHER THEORY).

27. **Miscellaneous.**

- (a) The parties are independent contractors, and nothing in the Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between them.
- (b) The Agreement contains the entire understanding of the parties with respect to the Services and Hardware and supersedes any prior oral or written statements by Customer, Matterport, or their respective representatives and documents with respect to such subject matter. If a party accepts the Agreement on behalf of an entity, then such party represents it has the authority to bind such entity to the Agreement.
- (c) The Agreement may not be amended, modified or superseded, nor may any of its terms or conditions be waived, unless expressly agreed to in writing by the parties. The failure of any party at any time to require full performance of any provision hereof will in no manner affect the right of such party at a later time to enforce the same. No Customer ordering terms (including without limitation any purchase order, vendor portal, or procurement system terms) will amend the Agreement unless expressly agreed in a signed written amendment between the parties.
- (d) Each party acknowledges that in entering into the Agreement it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty not expressly set forth in the Agreement.
- (e) Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement; provided, however, that the foregoing shall not limit or exclude any liability for fraud.
- (f) Each party acknowledges its responsibilities in accordance with applicable anti-bribery and anti-corruption legislation, and represents and warrants that it has not, and will not offer, give, solicit or accept any bribe from any person, organization or company with the intent to coerce or induce a person, organization or company to act improperly in the course of their duties.
- (g) Customer agrees that Matterport may send to Customers and its employees, contractors and Authorized Users communications, including, but not limited to, communications about new features or products, available listings, product feedback and other marketing content, which the email recipient may unsubscribe from at any time.

- (h) If any provision of the Agreement not being of a fundamental nature is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of the Agreement will not be affected. If a provision is held to be invalid, illegal or otherwise unenforceable, it shall be deemed to be replaced with an enforceable provision that retains the intent and benefits of the original provision.
- (i) Customer acknowledges that in the event of a breach of the Agreement by Customer, Matterport may suffer irreparable harm and shall be entitled to seek injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity.
- (j) Headings are for reference only.
- (k) Any provision of the Agreement that either expressly survives, or by its nature should survive, expiration or termination of the Agreement shall survive expiration or termination of the Agreement, including without limitation, Customer's obligations to pay Fees, and Matterport's Intellectual Property Rights and licenses.
- (l) The English language version of the Agreement shall be binding. Any translated version is for convenience only, and shall not control the meaning or application of the Agreement.

Last Updated: August 5, 2026