

CLOUD SUBSCRIPTION AGREEMENT

The following document outlines the terms of use of the Matterport Cloud Service (the “Service” or “Services”). Before using any of the Matterport Services, you are required to read, understand, and agree to these terms. The short summary below provides an explanation of some of the key terms of this agreement. The summary itself is not legally binding.

- Section 1, Acceptance of Agreement. In order to use the Service you must agree to the terms below. Going forward, Matterport has the right to change the terms, but we post all changes to this Agreement on our website. Be sure to check back periodically.
- Section 2, Definitions. See below.
- Section 3, Use of Matterport Cloud. In order to use our Service, you must agree to our guidelines and terms. Depending on what type of subscription you chose, either annual or monthly, it will automatically renew at the end of the subscription term. You can only upload your content to your Matterport account. In other words, you must have ownership rights to use and upload any content. You cannot let anyone use the account who is not authorized to use it. You won't upload anything obscene or harmful, you won't harass anyone else using the Service and you will not use the Service for any improper purpose.
- Section 4, Fees and Payment. If you order additional products, you'll need to pay for those. If you use more of the Service than you signed up for, we do have the right to charge you for that additional amount. We have the right to increase fees later, but we will be sure to give you notice if we do.
- Section 5, Confidentiality. We take our customer's confidential information seriously and protect it. We ask that you do the same. In case you need more information on how we handle private information, please take a look at our Privacy Policy located here: <https://matterport.com/privacy-policy>.
- Section 6, Some very specific things. We grant you a license to use the Service. You own all content that you upload to the Service, however, you grant us a license to use that content. You also agree that we can use the content so long as it is aggregated and de-identified, meaning, no one can tell it's your content. You grant us this right to use this aggregated and de-identified content even if your subscription is terminated. Also, we own any “derived” content, meaning the 3D spaces that Matterport creates based on your uploaded content are then owned by Matterport, but we do grant you a non-exclusive license to use that content, during the term of your subscription.
- Section 6, Ownership and Licenses; Transfers. We own the Matterport Cloud Service and platform, and we let you use the Service but you have to agree not to try to figure out Matterport's secret sauce. Lastly, marks (such as trademarks and copyright notices) that appear on the Services are ours or belong to others with whom we do business. Please respect them.
- Section 7, Warranties, etc. We provide our Service on an “as-is” basis, without an additional warranty. You also verify that you are who you say you are when you subscribed to the Service.
- Section 8, Limitations of Liability. We don't see it happening, but if something goes wrong because of your use of our Service, our liability is capped.
- Section 9, Indemnification. If your use of the Service gets us sued, you agree to cover our losses. We agree to do the same if someone sues you for using our Service.
- Section 10, Termination. You can terminate at the end of your subscription term. We can terminate at any time if you fail to pay us. If we must part ways, you can take your customer content with you (as defined in Section 2 and described in Section 10.4 below) but we're not required to provide you with Matterport technology (like 3D Showcase) to work with that content.
- Section 11, Miscellaneous. You agree to comply with all laws and regulations. Our relationship is governed by the laws of California, both state and federal. You may not transfer or assign your rights to use the Service to anyone else.

And continue reading further for the fine details...

CLOUD SUBSCRIPTION AGREEMENT

Last updated: August 25, 2021

1. INTRODUCTION AND ACCEPTANCE OF AGREEMENT

This Agreement (defined below) sets forth the terms and conditions pursuant to which Matterport, Inc. ("Matterport") will provide you or the entity that you represent ("You") with the right to access and use the Matterport Cloud.

To access and use the Matterport Cloud, You must accept this Agreement where indicated in the Matterport Cloud user registration process or in an Order incorporating this Agreement by reference. BY ACCEPTING THIS AGREEMENT, ELECTRONICALLY OR MANUALLY SIGNING THIS AGREEMENT OR AN ORDER THAT INCORPORATES THIS AGREEMENT BY REFERENCE, OR OTHERWISE ACCESSING OR USING THE MATTERPORT CLOUD, YOU SIGNIFY YOUR AGREEMENT TO ALL TERMS, CONDITIONS, AND NOTICES CONTAINED OR REFERENCED IN THIS AGREEMENT. IF YOU DO NOT AGREE TO SUCH TERMS, CONDITIONS AND/OR NOTICES, YOU MAY NOT ACCESS OR USE THE MATTERPORT CLOUD.

Matterport reserves the right to revise any portion of this Agreement in its sole discretion at any time and without prior notice to You by updating this posting, or by updating the Additional Terms (defined below). Thus, You should visit this page and the Additional Terms periodically for changes. If You disagree with any changes to this Agreement, Your sole remedy is to discontinue Your use of the Matterport Cloud. Your continued use of the Matterport Cloud after a change has been posted constitutes Your acceptance of the change thereafter.

2. DEFINITIONS

The following capitalized terms will have the following meanings. Certain undefined capitalized terms will have the meaning set forth in the Additional Terms.

"Additional Terms" means the terms for various Services available at <https://matterport.com/legal/additional-terms-add-products-or-services>.

"Aggregated and Deidentified Data" means any of the following data that has been aggregated with the data of other customers of Matterport or that does not contain any information that can be used to identify You or any Authorized User: (a) any data that Matterport collects regarding the use of the Matterport Cloud and/or Services by any Authorized Users; and (b) any Customer Content or Derived Content generated in connection with the Services.

"Agreement" means this Matterport Cloud Subscription Agreement and the Additional Terms.

"API" means an application programming interface that Matterport makes available including any software development kits and examples.

"Authorized Users" means: (a) Your employees; (b) the employees of Your affiliated companies; (c) the employees of subcontractors to You and Your affiliated companies (during any period in which the subcontractor is providing services to You or Your affiliated company); and (d) any other third-party collaborators to whom You grant permission to access Your account in the Matterport Cloud through their own individual log-in.

"Camera" means a Matterport Camera or any other authorized camera or 2D or 3D data capture or collection system supported by the Services.

"Confidential Information" means all technical, business, financial and other information of a party to this Agreement that derives economic value, actual or potential, from not being generally known to others, including, without limitation, any technical or non-technical data, designs, methods, techniques, drawings, processes, products, inventions, improvements, methods or plans of operation, research and development, business plans and financial information of such Party. The Confidential Information of Matterport shall include, without limitation, all non-public portions of the Services. Your Confidential Information shall include, without limitation, Customer Content (except for Customer Content that You or Authorized Users specify via the Services or in writing to be publicly displayed or distributed) and Customer Data. The provisions of any Order are the Confidential Information of both Parties.

"Customer Content" means any content or data that You upload to the Services.

"Customer Data" includes but is not limited to Your account, payment, products purchased, location, email address, financial and other transaction data.

"Derived Content" means any content that is generated by the Services on Your behalf.

"Documentation" means any instructions made available by Matterport regarding the Services and Matterport Cameras.

"Marks" means the trademarks, logos and service marks of Matterport and third parties displayed on or in the Services or Matterport's other products and/or services.

"Matterport Camera" means a Matterport Pro 3D Camera (MC200), a Matterport Pro2 3D Camera (MC250) or any other 3D camera provided by Matterport.

"Matterport Cloud" means Matterport's proprietary hosted application platform (and other technologies available therein), through which Matterport provides the Services to You.

"Matterport Technology" means all technology of Matterport used to provide the Services, including without limitation all technology: (a) embedded in Matterport Cameras; (b) used to process Customer Content into 3D assets and Spatial Data; and (c) used to position and display the Customer Content in the format provided by the Matterport Cloud.

"Order" means a written order for Services that You accept on the Matterport Cloud or You mutually execute with Matterport.

"Services" means the services Matterport provides through the Matterport Cloud and/or any mobile applications that Matterport hosts and makes available to You in connection with the Matterport Cloud.

"Subscription Level" has the meaning set forth in Section 3.2.

"Subscription Period" means, collectively, each monthly or annual subscription period described in Section 3.2, as applicable, and any renewal thereof.

3. USE OF MATTERPORT CLOUD

3.1. General. This Agreement sets forth the respective rights and obligations of You and Matterport relating to Your use of those specific Services. No license to You set forth in this Agreement includes a license to source code of any kind. In addition to the restrictions set forth in this Agreement, You are only authorized

to use the Matterport Cloud in accordance with the Documentation. You will cause each Authorized User to comply with all applicable terms and conditions of this Agreement, and any breach of this Agreement caused by any Authorized User will be deemed a breach by You. Matterport reserves the right to introduce other additional paid Services, and to modify the Services at any time, subject to any features agreed in an Order for the Subscription Period of such Order.

3.2. Provision of Services; Subscriptions.

(a) Subject to the terms and conditions of this Agreement and the applicable Subscription Level (defined below), Matterport will provide to You the Services set forth in each Order. Unless otherwise mutually agreed in an Order, Your subscription to the Matterport Cloud will be on either a monthly or an annual basis, commencing upon purchase or prorated seven (7) days if purchased with a compatible camera. If Matterport, in its discretion, provides You with a trial subscription, the subscription will commence on the date Matterport authorizes such trial access. Your subscription will expire: (i) for monthly subscriptions, on the last day of the current monthly term; or (ii) for annual subscriptions, the one-year anniversary of Your subscription commencement date. Your subscription, whether monthly or annual, will automatically renew unless terminated as provided below. Annual subscriptions (and monthly subscriptions on an annualized basis) may be subject to an increase. In the event You cancel Your subscription as set forth below, the Subscription Period will end on the last day of the current subscription period. In the event Matterport terminates this Agreement as set forth below, the Subscription Period will end on the date of Matterport's termination.

(b) To the extent offered in connection with Your subscription to the Matterport Cloud, You will have the ability to select from several levels of subscription to the Services ("Subscription Levels"). Each Subscription Level You select will include the features for such Subscription Level described on the Matterport Cloud and will be subject to any additional applicable terms, conditions, and restrictions set forth in the Additional Terms, which are incorporated herein by reference. Subject to any features and pricing agreed in an Order for the Subscription Period of such Order, Matterport reserves the right to modify the features and cost of any Subscription Level at any time. This Section 3.2 is subject to the terms and conditions of any Order, and, in the event of any conflict between this Agreement and the terms and conditions of any Order, the terms and conditions of such Order shall control.

3.3. **Account.** You shall provide Matterport with complete and accurate information for Your Matterport Cloud account, including Your billing and payment information, and keep such information up to date with Matterport. In order to satisfy certain government and regulatory requirements, Matterport may require additional information from you in order to maintain your account, which you agree to provide. You are responsible for maintaining the security and confidentiality of Your login information, including the password, associated with Your Matterport Cloud account, and for all activities that occur under Your account. If You become aware of any unauthorized or illegal use of any such login information, You shall immediately notify Matterport.

3.4. Customer and Derived Content.

(a) Subject to the terms and conditions of this Agreement, any limitations of the applicable Subscription Level, and the scope of the Services that You order, You will have the ability to upload, store, view, interact with and modify Customer Content

and some Derived Content as well as purchase Derived Content: (a) in the Services using available end-user functionality; (b) in files the You generate and export from the Services using available end-user functionality; (c) through an authorized link to Services provided by Matterport; and (d) through authorized access to APIs on the Matterport Cloud. You will have the ability to designate Customer and Derived Content hosted in the Services as "private," "restricted," or "public" and privately share such Customer Content in accordance with Matterport's user documentation, which Matterport may update from time to time in its sole discretion. Customer Content that is designated as restricted can be viewed by anyone on the internet that possesses the related password or link. Customer Content that is designated as "public" can be viewed by anyone on the Internet and will be publicly available and discoverable on the Services, while Customer Content that is designated as "private" will not be publicly available on the Services.

(b) As between the parties to this Agreement, You are responsible for all Customer Content, including for the accuracy, legality, and integrity of such content. For any location that is captured in Customer Content, You shall obtain in advance all consents, approvals, licenses, and permissions necessary to capture and use imagery of such location. YOU SHALL NOT CAUSE TO BE UPLOADED ON THE MATTERPORT CLOUD ANY CONTENT FOR WHICH YOU DO NOT HAVE ALL NECESSARY OWNERSHIP RIGHTS AND/OR LICENSES, CONSENTS, OR PERMISSIONS. Matterport shall have the right (but not the obligation) in its sole discretion to remove from the Services any such content that violates this Agreement or any of Matterport's policies and procedures, or is otherwise objectionable.

(c) For any Customer Content and its related Derived Content hosted on the Matterport Cloud, You may, upon request to Matterport: (i) transfer (and not retain a copy of) such Customer Content to the Matterport Cloud account of any third party that is currently a subscriber to the Matterport Cloud and that is currently bound by this Agreement ("Current Subscriber"); or (ii) provide a copy of such Customer Content and related Derived Content to a Current Subscriber. In the event You transfer or provide a copy of Customer Content and related Derived Content hereunder to any Current Subscriber: (A) You hereby grant such Current Subscriber a perpetual, irrevocable, royalty-free, non-exclusive, worldwide license, under Your copyrights in the associated Customer Content and related Derived Content, to use such Customer Content and related Derived Content in connection with all tools and features available on or through the Matterport Cloud, including without limitation any services provided by authorized third-party service providers; and (B) You agree, and each Current Subscriber who receives such Customer Content and related Derived Content agrees, to indemnify, defend, and hold harmless Matterport, its affiliated companies, and their respective officers, directors, employees, licensors, subcontractors and representatives from and against all Claims (defined below), including all associated Losses (defined below), arising out of or relating in any way to Your transfer of Customer Content and related Derived Content or any dispute that may arise between You and any such Current Subscriber relating to the scope of use of such Customer Content and related Derived Content.

3.5. **Restrictions.** You shall not: (a) sell, lease, license, rent, resell or otherwise provide or transfer Your access to the Services, in whole or in part, to any third party that is not an Authorized User; (b) access or use any API provided by Matterport without the prior written authorization of Matterport; (c) except through the use of available end-user functionality in the Services, through authorized links to the Services, or through an

authorized API, access or allow any third party to access any Customer Content stored on the Services; (d) reverse engineer, decompile, or disassemble the Services or Matterport Cameras (or any component thereof); (e) modify or create any derivative work based on the Services or Matterport Cameras (or any component thereof) or any of the Documentation; (f) copy the Services or Matterport Cameras (or any component thereof); (g) remove any proprietary notice or label from any of the Documentation; or (h) take any action or omit to act in any way that would interfere with or disrupt the integrity or performance of the Services or Matterport Cameras, or adversely affect Matterport's right, title or interest in or to the Services or Matterport Cameras. You also shall not use any deep-link, page-scrape, spider, robot, crawl, index, or other automatic devices, program, algorithm or technology to use, access, copy, acquire information from, generate impressions on, input information to, store information on, search on, generate searches on or monitor any portion of the Services, other than as explicitly permitted by Your subscription and Matterport published APIs.

3.6. User Conduct. You shall not cause to be uploaded to the Services (through a Camera or otherwise) any of the following: (a) any content subject to copyright that is not Your original work, unless You have permission from the rightful owner; (b) any confidential or private information of any third party (including private information displayed in any physical location that is captured in Camera imagery) without the express consent of such third party; (c) any content that is harmful, threatening, unlawful, defamatory, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, hateful, or otherwise objectionable; or (d) any content that infringes or misappropriates any third party intellectual property right, or is invasive of any privacy or publicity right. You also agree not to use the Services for any illegal or improper purpose, and not to conduct any activities that could damage, disable, overburden or impair the Services.

3.7. Maintenance and Technical Support. Matterport will use commercially reasonable efforts to keep the Matterport Cloud operational, exclusive of downtime necessary for scheduled and emergency maintenance. Matterport shall provide reasonable technical support to You, through email and a support hotline, during the hours of 9 a.m. to 5 p.m. Pacific Time, Monday through Friday (excluding national holidays), for all issues relating to the operation and use of the Matterport Cloud. Except as otherwise expressly provided in this Agreement, You are solely responsible for all development, operation, maintenance, content, and end-user support relating to Your website.

3.8. Third-Party Services. The Matterport Cloud facilitates the purchase of certain products and services ("Third-Party Services") offered by third parties ("Third-Party Providers") through the Matterport Marketplace. If You elect to purchase any Third-Party Services, they are provided and licensed to You by their respective Third-Party Providers. Matterport acts as an agent for Third-Party Providers in providing the Matterport Marketplace and is not a party to the user agreement between You and the Third-Party Provider governing fulfillment and use of the Third-Party Service ("Third-Party Contract"). The Third-Party Provider will be solely responsible for fulfilling any Order that You place for Third-Party Services and for the quality of Third-Party Services provided. Any Third-Party Service that You acquire is governed by the Third-Party Contract, and the applicable Third-Party Provider is solely responsible for its content, warranties, and claims that You may have related to the Third-Party Service. You acknowledge and agree that Matterport is a third-party beneficiary of the Third-Party Contract applicable to each Third-Party Service and may therefore enforce such

Third-Party Contract. For any Third-Party Service that You purchase, Matterport will make available to You a link to the applicable Third-Party Contract in the Order and/or Additional Terms. Except as otherwise expressly provided in the Additional Terms, Matterport will not provide any customer support or technical support with respect to any Third-Party Service, and Matterport does not control the delivery or availability of any Third-Party Service. In some cases, Matterport may facilitate payment to Third-Party Providers for Third-Party Services, but the Third-Party Providers are responsible for setting the pricing of Third-Party Services. If You choose to acquire any Third-Party Service: (a) You agree that Matterport may provide or make available all necessary Customer Content to the Third-Party Provider in connection with the Third-Party Service; (b) if applicable, You agree to designate to Matterport the Customer Content that You desire to use in connection with the Third-Party Service; (c) You shall be responsible for: (i) any Customer Content that You designate for use; (ii) content created from any such Customer Content; and (iii) the consequences of sharing or publishing such Customer Content or content generated from the Customer Content, including without limitation the disclosure of confidential or personally identifiable information; and (d) You affirm, represent, and warrant that You own or have the necessary licenses, rights, consents, and permissions to use Customer Content in connection with any Third-Party Service. **MATTERPORT HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO ANY THIRD-PARTY SERVICE, AND WARRANTIES, IF ANY, WITH RESPECT TO ANY THIRD-PARTY SERVICE ARE MADE SOLELY BY THE APPLICABLE THIRD-PARTY PROVIDER IN THE THIRD-PARTY CONTRACT. IN NO EVENT WILL MATTERPORT OR ITS AFFILIATES HAVE ANY LIABILITY TO YOU, YOUR AFFILIATES, OR YOUR OR THEIR RESPECTIVE USERS OR CUSTOMERS FOR ANY DAMAGES OF ANY NATURE (WHETHER, DIRECT, INDIRECT, OR OTHERWISE) ARISING OUT OF OR RELATED TO: (1) ANY FAILURE OF ANY THIRD-PARTY PROVIDER TO DELIVER ANY THIRD-PARTY SERVICE OR YOUR USE OF OR INABILITY TO USE ANY THIRD-PARTY SERVICE; (2) ANY UNAUTHORIZED ACCESS, USE, DISCLOSURE, CORRUPTION OR LOSS OF CUSTOMER CONTENT CAUSED BY ANY THIRD-PARTY PROVIDER OR ITS SUBCONTRACTORS ("SECURITY BREACH"); OR (3) ANY FAILURE OF A THIRD-PARTY PROVIDER OR ITS SUBCONTRACTORS TO USE APPROPRIATE ORGANIZATIONAL AND/OR TECHNICAL SECURITY MEASURES TO PROTECT CUSTOMER CONTENT FROM ANY SECURITY BREACH.**

4. FEES AND PAYMENT

4.1. Subscription Fees. Except as provided below, Your right to access and use the Matterport Cloud for each Subscription Period is subject to Matterport's receipt of the then-applicable subscription fee for such Subscription Period set forth in the applicable Order. Matterport will charge the initial subscription fee upon purchase or prorated seven (7) days if purchased with a compatible camera. Thereafter, until termination of the subscription, Matterport will charge You the subscription fee in advance every month, for monthly subscriptions, or on the anniversary of Your initial subscription fee payment, for annual subscriptions. Alternatively, upon written notice from Matterport, Matterport will have the right to modify billing dates as follows: Matterport will charge You the subscription fee in advance on Your subscription start date, and, thereafter, Matterport will charge You in advance on each monthly anniversary of Your subscription start date, for monthly subscriptions, or on each one-year anniversary of Your subscription start date, for annual subscriptions. Matterport reserves the right to modify the billing dates and/or the

subscription fees at any time by posting revised fees on the Matterport website. Matterport further reserves the right, in its sole discretion, to offer unpaid trial subscriptions to the Matterport Cloud in certain cases. In the event Matterport provides You with a trial subscription, the terms of this Section 4.1 regarding subscription fees do not apply during the period of such trial subscription.

4.2. Additional Fees. In addition to the subscription fees, Matterport will also have the right to charge You the other fees described in the Additional Terms, as applicable, as well as additional fees for any other services You order under any Order, including without limitation: (i) fees for any Services provided in excess of the Services included in Your subscription tier; and (ii) any fees for other optional paid features that Matterport offers from time to time. The fees for all additional paid services are posted on the Matterport website. Matterport will bill You for all additional services according to the applicable billing schedule posted on the Matterport website. Matterport reserves the right to modify the additional fees at any time by posting revised fees on the Matterport website, provided that any modification of fees for Services set forth in an Order shall not apply until the renewal of such Services in a subsequent Order. Your administrator for Your account on the Matterport Cloud can enable/disable the ability of specific users to order additional paid Services.

4.3. Remedies; Taxes. You shall pay all charges when due. Matterport may suspend or terminate Your access to the Matterport Cloud if any such payment is overdue, and Matterport may impose a late fee equal to 1.5% per month or the maximum rate allowed by law, whichever is lower, on any overdue amounts. In addition, Matterport will have the right to recover from You any and all fees and expenses incurred as a result of the referral for collection of any overdue amount to an agency or attorney. You are responsible for the payment of all applicable taxes and duties, if any, associated with Your subscription to the Matterport Cloud and with Your purchase of a Matterport Camera and other products and services associated with Your Matterport Cloud account, excluding taxes based on Matterport's income.

5. CONFIDENTIALITY, DATA PRIVACY AND DATA SECURITY

5.1. Confidentiality. Each party to this Agreement ("Receiving Party") may be granted access to Confidential Information of the other party to this Agreement ("Disclosing Party") during the term of this Agreement. The Receiving Party shall: (a) strictly preserve and protect the confidentiality of the Disclosing Party's Confidential Information and not disclose such Confidential Information to any third party other than the Receiving Party's employees, subcontractors and agents who have a need to receive such Confidential Information and who are subject to nondisclosure and non-use obligations at protective as those set forth in this Section 5.1; and (b) refrain from using the Confidential Information of the Disclosing Party except as contemplated in this Agreement. In no event, will the Receiving Party use less care to prevent unauthorized disclosure or use of the Confidential Information of the Disclosing Party than the Receiving Party uses to maintain the confidentiality of its own non-public information, and in no event less than a reasonable degree of care. Notwithstanding the foregoing, the Receiving Party shall have no obligation with respect to information that the Receiving Party can demonstrate: (i) is or becomes publicly available through no act or omission of the Receiving Party; (ii) is lawfully obtained from a third party without restrictions on disclosure; (iii) is independently developed by the Receiving Party without access to such information; or (iv) was rightfully in possession of, or known to, the Receiving Party without any obligation of confidentiality prior to receiving it from the Disclosing Party.

Furthermore, the Receiving Party may disclose the Confidential Information of the Disclosing Party if the Receiving Party becomes legally compelled to disclose such Confidential Information (whether by judicial or administrative order or applicable law, rule or regulation), provided that the Receiving Party so compelled shall use commercially reasonable efforts to avoid such disclosure and to provide the Disclosing Party with prompt notice thereof so that the Disclosing Party may seek a protective order or other appropriate remedy to prevent such disclosure. If such protective order or other remedy is not obtained prior to the time such disclosure is required, the Receiving Party will only disclose that portion of such Confidential Information of the Disclosing Party the Receiving Party is advised by counsel it is legally required to disclose. In addition to all other rights and remedies at law and in equity, a Party may seek an injunction to prevent a violation of the obligations of non-disclosure and non-use set forth in this Section 5.1. To the extent legally permissible, after any termination or expiration of this Agreement, the Receiving Party may delete all copies of the Disclosing Party's Confidential Information except for Customer Content in the Receiving Party's possession or under its control. Upon receipt of any written demand from the Disclosing Party, the Receiving Party will delete all copies of the Disclosing Party's Confidential Information except for Customer Content in the Receiving Party's possession or under its control. Upon request by the Disclosing Party, the Receiving Party will deliver to the Disclosing Party a certificate signed by an officer or duly authorized employee of the Receiving Party certifying that the Receiving Party has complied with the foregoing requirement. None of the obligations or restrictions set forth in this Section 5 shall apply to Matterport's use and disclosure of Aggregated and Deidentified Data pursuant to Section 6.7 or to Matterport's distribution to third parties or public display of Customer Content to the extent directed by You or any Authorized User via the Services or in writing.

5.2. Data Privacy. Matterport may use certain information collected through the Matterport Cloud as set forth in our [Privacy Policy](#), which is incorporated by reference to this Agreement. Through Your use of the Matterport Cloud, You consent to the collection, use and disclosure (as set forth herein and in the [Privacy Policy](#)) of information Matterport and its service providers collect from You, including the transfer of this information within and between the United States and/or other countries for storage, processing, and use by Matterport, its affiliated companies and service providers, and third parties with which it has strategic relationships.

5.3. Data Security. Matterport employs reasonable technological and operational security procedures intended to protect Customer Content hosted on the Services from loss, corruption and unauthorized access or use, and Matterport shall comply with the data security obligations set forth in our security practices located at <https://matterport.com/legal/security-practices>.

6. OWNERSHIP AND LICENSES; TRANSFERS

6.1. Ownership of Services. Matterport and its licensors shall own and retain all right, title and interest (including all copyright, patent rights, and other intellectual property rights) in and to the Services and all Matterport Technology. You acknowledge the ownership and intellectual property rights of Matterport and its licensors and will not take any action to jeopardize, limit or interfere in any manner with such ownership or other rights. All rights in the Services and Matterport Technology not expressly granted to You are reserved by Matterport. Nothing in this Agreement is intended by the

Parties to constitute a sale of the Services or Matterport Technology, or any derivatives thereof.

- 6.2. Ownership of Derived Content.** Matterport will own all right, title, and interest (including all copyright, patent rights, and other intellectual property rights) in and to all information or data that Matterport derives from Customer Content, including 2D and 3D assets as well as from the analysis of Aggregated and Deidentified Data, including without limitation measurements, square footage, labels, space indexing, data and technology, computer vision and machine learning derived from metadata from uploaded content and created from machine learning processes.
- 6.3. Marks.** The Marks displayed on or in the Services or on Matterport's other products or services are the property of Matterport or third parties. You shall not use or allow the use of any Mark without the prior written consent of Matterport or applicable third-party owner of the Mark. You shall not take steps to alter, cover or otherwise obscure from view any Mark that is displayed on the Services or any Customer Content generated by the Services. In the event You display any trademark, logo, service mark, trade name or other branding on any page on which You display any Customer Content or in any other place where You promote the use of Customer Content or the Services, You shall not do so in a manner that implies, or reasonably could imply, that any portion of the Services or other Matterport Technology used to generate or provide any Customer Content is owned by You or any third party. Furthermore, except to the extent that Matterport offers co-branding as an available feature or option within a product and service provided through the Matterport Cloud, prior to displaying Your trademark, logo, service mark or tradename to directly brand or label Your display of any Customer Content generated by the Services, You shall obtain the prior written consent of Matterport and enter into a trademark license agreement with Matterport obligating You to display Your trademark, logo, service mark or trade name in conjunction with the "Powered by Matterport" logo.
- 6.4. License to Use Services.** Subject to the terms and conditions of the Agreement, Matterport grants You (up to the number of Authorized Users allowed under each applicable Order) a non-exclusive, non-transferable (except as expressly permitted under this Agreement), non-sublicensable (except as expressly permitted under this Agreement), revocable right, during the Subscription Period set forth in each applicable Order, to access and use the Services provided through the Matterport Cloud solely as described in each applicable Order and relevant Documentation provided by Matterport. You will have the right to permit Authorized Users to exercise the foregoing rights on Your behalf. No license set forth in this section includes a license to source code of any kind. The foregoing license does not include mobile applications that Matterport hosts and makes available to You in connection with the Matterport Cloud, which are licensed as described in Section 11.10.
- 6.5. Ownership of Customer Content.** You will own and retain all copyrights in and to all Customer Content (but not Derived Content); provided, however, that Customer Content shall not include any property of Matterport described in Section 6.1.
- 6.6. License to Use Customer Content.** Subject to the terms and conditions of the Agreement, You grant Matterport a non-exclusive, non-transferable (except as expressly permitted under this Agreement), non-sublicensable (except as expressly permitted under this Agreement), worldwide, royalty-free right, during the Subscription Period set forth in each applicable Order, to host, reproduce, modify, process, publicly display, distribute, use and prepare derivative works from the Customer

Content solely for the purpose of providing the Services to You and for the additional purposes described below in this Section 6.6. and Section 6.7. You acknowledge and agree that, with respect to Customer Content that You designate as "publicly" or "restrictively" available, Matterport will have the right to permit third-party end users with accounts on the Matterport Cloud to interact with such Customer Content in ways beyond viewing, including, without limitation, taking measurements within Customer Content, annotating or commenting on Customer Content, saving links to favorite Customer Content, and sharing links to Customer Content with others. You acknowledge that You will not own any annotations or comments on Customer Content that are created by such third parties. In addition, in the event You share any Customer Content publicly on social media or through press activities, Matterport will have the right to share the same Customer Content on Matterport's social media channels, website and other public media forums.

- 6.7. License to Use Aggregated and Deidentified Data.** In addition, You hereby grant to Matterport a royalty-free, non-exclusive, transferable, sublicensable, worldwide right and license: (a) to collect and create Aggregated and Deidentified Data during the term of this Agreement; and (b) on an irrevocable, perpetual basis, to store, reproduce, use, modify, distribute, analyze and prepare derivative works from such Aggregated and Deidentified Data, including without limitation to use such Aggregated and Deidentified Data to improve the Services and to sublicense and provide such Aggregated and Deidentified Data thereof to third parties; provided, however, that Matterport shall not, and shall not permit or authorize any sublicensee to, publicly display or publicly distribute any such Aggregated and Deidentified Data. For the avoidance of doubt, nothing in this Section or elsewhere in this Agreement (including without limitation Section 5) shall operate to restrict or limit Matterport's rights with respect to Aggregated and Deidentified Data as provided in this Section 6.7.
- 6.8. Subcontractors of Matterport.** Matterport will have the right to permit subcontractors providing services to Matterport to exercise any right You grant to Matterport under this Agreement, provided that Matterport will cause each such subcontractor to comply with all applicable terms and conditions of this Agreement.

7. REPRESENTATIONS AND WARRANTIES; DISCLAIMER

- 7.1. Mutual Representations and Warranties.** Each Party represents and warrants throughout the term of this Agreement that: (a) it has the full corporate right, power and authority to enter into this Agreement and to perform its obligations hereunder; (b) the execution of this Agreement by such Party and performance of its obligations hereunder comply with all applicable laws, rules and regulations (including privacy, export control and obscenity laws); (c) when executed and delivered, this Agreement will constitute a legal, valid and binding obligation of such Party, enforceable against it in accordance with its terms; and (d) neither the execution nor performance of this Agreement will violate any agreement to which it is a party or by which it is otherwise bound.
- 7.2. Additional Matterport Representations and Warranties.** Matterport further represents and warrants throughout the term of this Agreement that Matterport will: (a) use commercially reasonable efforts to provide the Services in a professional manner in accordance with standards generally accepted in Matterport's industry; and (b) use industry-standard methods designed to ensure that the Services do not contain software viruses or other unauthorized or malicious code.

7.3. Your Additional Representations and Warranties. You further represent and warrant throughout the term of this Agreement that You have all rights, consents and/or permissions necessary to grant Matterport the licenses to use the Customer Content and Aggregated and Deidentified Data set forth in this Agreement, including under any and all copyrights, patents, trademarks, moral rights, rights of privacy, rights of publicity and other intellectual property rights and proprietary rights.

7.4. DISCLAIMER. THE SERVICES, DOCUMENTATION, MATTERPORT TECHNOLOGY AND RELATED SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED. MATTERPORT DISCLAIMS, ON BEHALF OF ITSELF AND ITS AFFILIATES AND LICENSORS, ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MATTERPORT DOES NOT REPRESENT OR WARRANT THAT THE SERVICES, DOCUMENTATION, MATTERPORT TECHNOLOGY OR RELATED SERVICES WILL MEET YOUR NEEDS OR REQUIREMENTS, THAT ANY CONTENT GENERATED BY THE SERVICES, DOCUMENTATION, MATTERPORT TECHNOLOGY OR RELATED SERVICES WILL BE ACCURATE OR RELIABLE, THAT USE OF THE SERVICES, DOCUMENTATION OR RELATED SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, OR THAT ANY DEFECTS IN THE SERVICES, DOCUMENTATION OR RELATED SERVICES WILL BE CORRECTED. MATTERPORT MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY CUSTOMER CONTENT, OR ANY ELEMENT OF THE SERVICES, AND SUCH PERFORMANCE WILL VARY BASED ON THE USER'S SYSTEM.

8. LIMITATIONS OF LIABILITY

EXCEPT FOR A PARTY'S LIABILITY IN CONNECTION WITH ANY INDEMNIFICATION OBLIGATION, A PARTY'S BREACH OF ANY CONFIDENTIALITY OBLIGATION UNDER THIS AGREEMENT, OR A PARTY'S FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT: (A) IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATED COMPANIES OR LICENSORS BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS, LOST DATA, LOSS OF BUSINESS, GOODWILL OR REPUTATION, OR FOR ANY OTHER CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES OF ANY KIND, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) IN NO EVENT WILL THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY AND ITS AFFILIATED COMPANIES AND LICENSORS UNDER THIS AGREEMENT FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING TORT, CONTRACT, NEGLIGENCE AND STRICT LIABILITY, EXCEED THE TOTAL AMOUNTS YOU PAID TO MATTERPORT UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE DATE THE CAUSE OF ACTION AROSE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT WILL MATTERPORT OR ITS AFFILIATES OR LICENSORS BE LIABLE TO YOU FOR ANY UNAUTHORIZED REDISTRIBUTION OR DISPLAY OF ANY CUSTOMER CONTENT (OR PORTION THEREOF) BY ANY THIRD PARTY, INCLUDING WITHOUT LIMITATION THROUGH ANY UNAUTHORIZED EMBEDDED LINKS OR

CODE ON A THIRD-PARTY WEBSITE OR APP. You acknowledge and agree that the foregoing limitations of liability are essential elements of the bargain and that in the absence of such limitations, the financial and other terms of this Agreement would be substantially different. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so these limitations may not apply to You. Nothing in this Agreement excludes or limits any liability of either party that cannot be excluded or limited under applicable law.

9. INDEMNIFICATION

9.1. Your Indemnification of Matterport. You acknowledge that by providing You access to the Services, Matterport does not assume any responsibility or liability for any risks associated with Your business. Accordingly, You shall defend, indemnify and hold harmless Matterport, its affiliated companies, and their respective officers, directors, employees, licensors, subcontractors and representatives from and against all claims, actions or suits by any third party ("**Claims**"), including all associated liability, judgments, fines, penalties, losses, costs, damages, settlements, and reasonable legal fees and expenses ("**Losses**"), to the extent based on or arising out of: (a) the conduct of Your business or the use of or inability to use the Services, Matterport Technology or Matterport Cameras; (b) Your breach of any of Your covenants, representations and/or warranties set forth in this Agreement; (c) Your use, distribution, display or publication of any Customer Content (or component of any of the foregoing); or (d) the fraud, gross negligence or willful misconduct of You or Your subcontractors.

9.2. Matterport's Indemnification of You. Matterport shall defend, indemnify and hold harmless You, to the extent you are a paying subscriber to the Services in good standing, Your affiliated companies, and Your and their respective officers, directors, employees, licensors, subcontractors and representatives from and against all Claims, including all associated Losses, to the extent based on or arising out of: (a) any allegation that the Services or Matterport Technology (excluding any Customer Content hosted or processed therein) violates applicable laws or regulations or infringes or misappropriates any intellectual property rights of any third party; (b) Matterport's violation of any confidentiality obligations under this Agreement; (c) Matterport's use and sublicensing of any Aggregated and Deidentified Data; or (d) the fraud, gross negligence or willful misconduct of Matterport or its subcontractors.

9.3. Indemnification Procedures. In the event of a Claim in respect of which an indemnified party seeks indemnification under this Section 9, the indemnified party will promptly notify the indemnifying party in writing of the claim, cooperate with the indemnifying party in defending or settling the claim at the indemnifying party's expense, and allow the indemnifying party to control the defense and settlement of the claim, including the selection of attorneys; provided, however, that the indemnifying party shall not settle any claim unless such settlement completely and forever releases the indemnified party from all liability with respect to such claim or unless the indemnified party consents to such settlement in writing.

10. TERM AND TERMINATION

10.1. Term. The term of this Agreement will commence upon Your acceptance of this Agreement as set forth in Section 1 and, unless earlier terminated as set forth herein, will continue for the Subscription Period.

10.2. Termination by You. Except as otherwise provided in an applicable Order, You may terminate this Agreement (cancelling Your access to the Matterport Cloud) at any time, provided that such termination will become effective as provided in Section 3.2.

10.3. Termination by Matterport. Matterport may terminate this Agreement (and cancel Your access to the Matterport Cloud or any component thereof) at any time if You have failed to pay any subscription fee or additional fees when due. Matterport may also terminate this Agreement (and cancel Your access to the Matterport Cloud or any component thereof) prior to the end of any Subscription Period if You have committed any other material breach of this Agreement and failed to cure such material breach within ten (10) days after receiving written notice of the breach from Matterport.

10.4. Effect of Expiration or Termination. Upon any expiration or termination of this Agreement: (a) except as provided below, Your access to the Matterport Cloud (and access for every Authorized User under Your account) will be deactivated unless You enter into a new subscription on Matterport's then available terms (and Matterport may elect in its discretion not to offer You a renewal subscription to the Matterport Cloud for a new Subscription Period); (b) Matterport will have the perpetual and unlimited right to continue to retain and use any Derived Content or other Aggregated and Deidentified Data as provided in this Agreement; (c) Your subscription fee (or any portion thereof) for the Subscription Period then in effect will not be refunded; and (d) any accrued and unpaid fees owed to Matterport as of the date of expiration or termination will be immediately due and payable, and Matterport will collect such fees by charging Your credit card on file or through other means. In addition, during the Subscription Period of any Order You will have the right and ability to generate and export any Customer Content and previously purchased Derived Content in Your Matterport Cloud account in file formats available through functionality in Your Matterport Cloud account; provided, however, that Matterport will have no obligation, either during or after the Subscription Period of any Order, to: (i) create or provide any custom export or backup of Customer Content files not available through functionality in Your Matterport Cloud account; (ii) provide to You any Matterport Technology, including without limitation any technology used to display the Customer Content in the proprietary interactive 3D format provided by the Matterport Cloud; or (iii) provide You with access to the Matterport Cloud for the purpose of exporting Customer Content after the end of the Subscription Period. To the extent legally permissible, after the end of the Subscription Period Matterport may purge all Customer Data relating to such terminated or expired Order in Matterport's possession; provided, however, that Matterport will have no obligation to delete or destroy any Customer Content, Derived Content or other Aggregated and Deidentified Data, which Matterport has the right to retain and use pursuant to this Agreement. You may also request a purge of your Customer Data in writing to Matterport at any time.

10.5. Survival. Upon the expiration or termination of this Agreement, the rights and obligations of the parties will cease, except for the rights and obligations in all provisions of this Agreement that by their nature contemplate performance after the expiration or earlier termination hereof, including without limitation under Sections 1, 2, 3.1, 3.4(a)-(c), 3.5, 4.3, 5.1, 6.1, 6.2, 6.3, 6.5, 6.6, 6.7, 6.8, 7.4, 8, 9, 10.4, 10.5, and 11.

11. MISCELLANEOUS

11.1. Notice to United States Government End Users. If You are the U.S. Government or if You are a contractor or subcontractor (at any tier) of the U.S. Government and are

accessing the Matterport Cloud for use by the U.S. Government or in connection with any contract or other transaction with the U.S. Government, You acknowledge that by using the Matterport Cloud, the Matterport Cloud and all associated software and technology of Matterport qualifies as commercial computer software and that any associated documentation qualifies as commercial computer software documentation within the meaning of the applicable acquisition regulations. The terms and conditions of this Agreement are fully applicable to the Government's use of the Matterport Cloud and associated software and documentation, and shall supersede any conflicting terms or conditions, unless otherwise prohibited by federal law or regulation.

11.2. Compliance with Law. You represent and warrant that: (a) You are not located in, domiciled in, a resident of, controlled by the government of, or organized under the laws of a country or region that is subject to a U.S. Government embargo (currently, Crimea, Cuba, Iran, North Korea, Syria and Venezuela); and (b) You are not on or, directly or indirectly, owned, in whole or part, by any person or persons on the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons or any other U.S. government list of parties with respect to which transactions are forbidden or restricted. You shall not export, re-export, import, or transfer any good, service or other item that You received from Matterport or Your right to access the Matterport Cloud in violation of U.S. law or in any manner that is forbidden for U.S. citizens, including, without limitation, transfer to a country or region that is subject to a U.S. government embargo, and You shall not assist or facilitate others in doing any of the foregoing. You acknowledge that it is Your responsibility to comply with any and all applicable export and import and economic sanctions laws.

11.3. Governing Law; Venue. This Agreement shall be interpreted in accordance with the laws of the state of California, USA without reference to its conflict of law provisions. Any litigation, suit or other proceeding regarding the rights or obligations of the parties hereunder shall be conducted exclusively before the state and federal courts in and for Santa Clara County, California, USA, and the parties specifically consent to Santa Clara County, California, USA, as the exclusive venue for any such proceeding. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act, the application of which is expressly excluded.

11.4. Notices. Any notice required or permitted to be given by Matterport under this Agreement shall be in writing and shall be delivered to the email address You provided in connection with Your registration for Your Matterport Cloud account or Your purchase of the Matterport Camera associated with Your Matterport Cloud account, by means of a service notice within Your account, or via registered mail return receipt requested or an internationally recognized courier addressed to the address You provided in connection with Your registration for Your Matterport Cloud account. Any notice required or permitted to be given by You under this Agreement must be sent to Matterport via registered mail return receipt requested or an internationally recognized courier to 352 E. Java Dr., Sunnyvale, CA 94089, USA. Any such notice will be deemed to have been given when sent.

11.5. Severability. If any term of this Agreement or part hereof not essential to the commercial purpose of this Agreement shall be held to be illegal, invalid or unenforceable, it is the intention of the parties that the remaining terms hereof or part hereof shall constitute their agreement with respect to the subject matter hereof and thereof and all such remaining terms, or parts

thereof, shall remain in full force and effect. To the extent legally permissible, any illegal, invalid or unenforceable provision of this Agreement shall be replaced by a valid provision which will implement the commercial purpose of the illegal, invalid or unenforceable provision.

sales collateral, Your name and Your logo (if any) in lists that identify customers of the Matterport Cloud.

- 11.6. Amendment; Waiver.** No amendment of any provision of this Agreement shall be effective unless made in accordance with Section 1 or set forth in a writing signed by a representative of Matterport and You that expressly references this Agreement, and then only to the extent specifically set forth therein. For the avoidance of doubt, in the event that, in accordance with Section 1 of the General Terms, Matterport modifies any terms and conditions of the Agreement relating to use of Customer Content associated with Your account on the Matterport Cloud, such change shall apply to all such data, regardless of when such data was created or hosted in Your account. By affirmatively accepting such change, or by continuing to access or use the Matterport Cloud, after such a change has been posted, You signify Your acceptance of the change thereafter. No course of dealing on the part of either party, nor any failure or delay by either party with respect to exercising any of its rights, powers or privileges under this Agreement or law shall operate as a waiver thereof. A waiver of any default is not a waiver of any subsequent default.
- 11.7. Assignment.** You may not assign this Agreement without the prior written consent of the other party, and any such attempt is void; provided, however, that either party may assign this Agreement without consent to a successor entity in the context of a merger, acquisition, sale of assets or reorganization involving the assigning party. This Agreement is binding upon and is for the benefit of the respective successors and assigns of the parties hereto.
- 11.8. Injunctive Relief.** The parties acknowledge and agree that a material breach of this Agreement adversely affecting Matterport's proprietary rights would cause irreparable harm to Matterport for which a remedy at law would be inadequate and that Matterport shall be entitled to injunctive relief in addition to any remedies it may have hereunder or at law.
- 11.9. Entire Agreement.** Except as otherwise provided in Section 11.10, this Agreement, any terms and policies incorporated herein by reference, and each Order constitute the complete agreement between Matterport and You concerning Your access to and use of the Services, Matterport Technology and Documentation, and supersede any and all prior discussions, negotiations, agreements and representations between Matterport and You related to the same subject matter. Except for a written amendment to this Agreement or an Order signed by both Parties that expressly cites this Agreement or the Order, no terms in or on any form purchase order or other document or terms that You may deliver, whether or not signed by Matterport, shall be deemed to modify or amend the terms of this Agreement, and any such additional or inconsistent terms shall automatically be deemed unacceptable to and rejected by Matterport, and, as such, null and void and of no force and effect. For avoidance of doubt, this Agreement supersedes and replaces the Matterport Portal Subscription Agreement that previously governed access to, and use of, the Matterport Cloud (previously defined as the Matterport Portal), and any external reference to the Matterport Portal Subscription Agreement will be deemed to refer to this Agreement.
- 11.10. Customer List.** Unless You notify Matterport in writing that You do not wish for Matterport to list Your name and logo, Matterport will have the right to include, on its website and