

Addendum to License Agreement — Matterport Max

This Addendum (“Addendum”) shall addend and modify any Subscription Form executed by Licensee that includes a Matterport Max (including MTTR Max) either in combination with any Product or as a stand-alone Product. This Addendum shall be made a part of the Agreement (as defined in the Subscription Form). Any capitalized term used in this Addendum and not otherwise defined shall have the meaning set forth in the Agreement, the “Hardware Terms” (as hereinafter defined), or the “Matterport Terms” (as hereinafter defined).

NOW THEREFORE, CoStar and Licensee agree that the Agreement shall be amended as follows, and except as expressly provided below, all of the terms of the Agreement will remain in full force and effect:

1. **Matterport Max Hardware.**
 1. **Camera Kit.** CoStar shall provide the following equipment to Licensee for Licensee’s use during the term of the Agreement, subject to the restrictions in this Addendum: One Matterport Pro3 Performance Kit, including the Matterport Pro3 3D Camera (MC300) (“Camera”), and the following additional accessories: Two removable batteries, battery charging kit, quick release tripod mount, tripod, wheeled dolly, two door stops, small hard case and backpack (“Accessories”). The Camera and Accessories will be shipped to Licensee FOB Destination.
 2. **Hardware Terms.** Use of the Camera by Licensee is subject to Sections 5-7 and Sections 9-12 of the [Matterport Hardware Terms](#) (“Hardware Terms”) and the terms of this Addendum. To use the Camera, Licensee must have access to a supported Apple(TM) iOS(TM) or Android(TM) device (“Smart Device”) and must download onto the Smart Device the Matterport 3D Capture application from Apple App or Google Play Store.
 3. **Hardware Restrictions.** The Camera may only be used to capture Matterport Spaces for the property described in the Agreement (“Property”). As a designated collaborator, Licensee shall upload all Matterport Spaces captured to Licensee’s designated property folder. CoStar shall retain ownership of the Camera and Accessories. Licensee shall return the Camera and Accessories to CoStar within ten (10) business days of the expiration or termination of the Agreement. In the event Licensee fails to return Camera and Accessories, CoStar reserves the right to invoice Licensee up to the retail cost of the camera (\$6,595).
 4. **Matterport Max Services.** Licensee may use the Camera to create an unlimited number of Matterport Spaces of the Property. CoStar shall host Matterport Spaces of the Property created by Licensee and uploaded by Licensee to Licensee’s designated property folder.
2. **Access as Authorized User.** All access and use of the Matterport Platform, any Matterport Space or Matterport Digital Assets in Licensee’s designated property folder are subject to Matterport’s applicable terms and conditions, including but not limited to its [Terms of Use and Platform Subscription Agreement](#) (collectively, the “Matterport Terms”) and made available by CoStar to Licensee solely as an “Authorized User” (as defined in the Matterport Terms). As an Authorized User, the restrictions and obligations applicable to “Customer” in the Matterport Terms shall apply to Licensee, provided however, that any rights and benefit inuring to “Customer,” including any intellectual property rights set forth in the Matterport Terms, shall inure solely to CoStar as the owner of the Matterport account. The Matterport Terms are incorporated herein by reference and in the event of any conflict between the Matterport Terms and this Addendum, the terms and restrictions of this Addendum shall control.

Licensee’s Authorized User access is role-based (e.g., Collaborator, Editor, or Custom Role), and such roles shall be assigned by CoStar and may be revoked, downgraded, or modified at CoStar’s sole discretion. Licensee’s rights are limited to the functions expressly permitted by the assigned role; no rights equivalent to a Matterport account owner are granted. CoStar may grant Licensee access to download certain Matterport Digital Assets (as defined in the Matterport Terms) from Licensee’s designated property folder, such as auto-generated digital images and auto-generated highlight videos extracted from the Matterport Space.

All Matterport Spaces and Matterport Digital Assets in Licensee’s designated property folder remain the sole property of CoStar. No rights are granted to Licensee beyond a limited, non-transferable, revocable license to view, use, and publicly display the

Matterport Spaces and Matterport Digital Assets during the term of the Agreement and shall be deemed “Materials” and shall not be “Content” as each term is defined in Apartments.com's [Internet Advertising Terms and Conditions](#). Embedding, distribution, or linking Matterport Spaces or Matterport Digital Assets on third-party platforms—including listing aggregators, MLS portals, Google sites, including Google My Business or Google Business Profile, or marketing services not operated or expressly authorized by CoStar—is prohibited. Matterport Spaces or Matterport Digital Assets on third-party platforms—including listing aggregators, MLS portals, Google sites, including Google My Business or Google Business Profile, or marketing services not operated or expressly authorized by CoStar—is prohibited.

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