REALSEE OPEN DATASET END USER LICENSE AGREEMENT

Last updated: November, 2025

SUMMARY:

Under the following Agreement, Realsee grants You the right to use a dataset of 3D models, including real property samples of new homes and showrooms, and virtually designed models. The Agreement provides that:

- The data provided by Realsee is for non-commercial use only.

- You must include the Agreement, or a link to it, with any material You publish that contains the data or any information derived from the data, and You must use a "click-wrap" agreement for any distribution of a substantial portion of the data.

- You are prohibited from attempting to identify the address or owner of the models to which the data pertains.

- You are prohibited from using the data to create any online experience similar to Realsee's 3D Dataset.

- Realsee provides the data to You as is. Realsee will have no liability for Your use of the data, and You will indemnify Realsee for such use.

AGREEMENT:

This Realsee Open Dataset End User License Agreement ("**Agreement**") is between Beike Realsee Technology (HK) Limited, and its affiliated entities (collectively, "**Realsee**") and you or the entity that you represent (collectively, "**You**"), and governs Your use of the Realsee Dataset (defined below). If You represent an entity, You represent and warrant that You are fully authorized to enter into this Agreement on behalf of such entity.

PLEASE READ THE TERMS OF THIS AGREEMENT CAREFULLY. BY USING THE REALSEE DATASET, YOU SIGNIFY YOUR AGREEMENT TO ALL TERMS, CONDITIONS, AND NOTICES CONTAINED OR REFERENCED IN THIS AGREEMENT AND YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN CONTRACT SIGNED BY YOU. IF YOU DO NOT AGREE TO THE FOREGOING AND SUCH TERMS, CONDITIONS AND/OR NOTICES, YOU DO NOT HAVE THE RIGHT TO USE THE REALSEE DATASET.

This License does not affect any rights you may have under other copyright or dataset right exceptions and limitations.

Realsee 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, such changes to be effective prospectively. Therefore, you should review this Agreement periodically for any updates. If You disagree with any changes to this Agreement, Your sole remedy is to discontinue Your use of the Realsee Dataset. Your continued use of the Realsee Dataset after a change has been posted constitutes Your acceptance of the change thereafter.

1. **Definitions.**

"3D Data" means digital 3D models representing the structure and interior layout of real properties, including building exteriors, room layouts, and interior furnishings, as captured or processed by Realsee's technology.

"Realsee Dataset" means 3D Data from the models of Realsee that Realsee provides to You hereunder, including without limitation any data format information.

"Realsee Dataset Derived Information" means any information or technology derived from the Realsee Dataset, including without limitation any models trained on the Realsee Dataset, which shall remain subject to the same restrictions and obligations as the Realsee Dataset, unless otherwise authorized by Realsee in writing.

"Realsee Property" means: (a) the Realsee Dataset; (b) all technology, software, websites, products and services of Realsee, including any technology of Realsee embodied in the Realsee Dataset; and (c) any and all look and feel, improvements, updates, modifications, translations, copies, compilations and derivative works related to any of the foregoing.

2. **Access; License; Proprietary Rights; Restrictions.**

    2.1. Access to Realsee Dataset. During the term of this Agreement, Realsee will make available to You, by download or in another manner determined by Realsee, a copy of a Realsee Dataset for 3D models. The data included in the Realsee Dataset provided to You will be selected by Realsee in its sole discretion. Realsee will have no obligation to provide data for specific models requested by You.

    2.2. License to Realsee Dataset. Subject to the terms and conditions of this Agreement, Realsee hereby grants You a limited, revocable, royalty-free, non-exclusive license: (a) to use the Realsee Dataset for non-commercial purposes only. Realsee reserves the right to determine, in its sole discretion, whether a particular use constitutes a commercial use and "non-commercial purpose" excludes any use in or for the benefit of a commercial product, service, or research project that is funded or conducted for commercial advantage; and (b) to use any software embedded in the Realsee Dataset for the sole purpose of accessing the Realsee Dataset. Realsee has no obligation to provide any development support to You under this Agreement. You may store, copy and redistribute the material in any medium or format for any non-commercial purpose, and you may remix, transform, and build upon the material for any non-commercial purpose. You must provide appropriate credit to Realsee when redistributing or publishing any material derived from the Realsee Dataset. Realsee will not revoke these freedoms as long as You follow the license terms.

    2.3. Proprietary Rights. Realsee owns all right, title and interest (including all associated intellectual property rights) in and to the Realsee Property. Except for the limited license granted in Section 2.2, Realsee reserves all rights in the Realsee Property.

    2.4. Restrictions.

        (a) For the avoidance of doubt, except as otherwise specifically agreed by Realsee in writing (email sufficient), You shall not: (i) use or distribute the Realsee Dataset for any commercial purpose; (ii) create, use or distribute any Realsee Dataset Derived

Information for any commercial-purpose; (iii) alter, remove or destroy any attribution, proprietary markings (e.g., copyright and trademark markings) or confidential legends placed upon or contained within the Realsee Dataset; (iv) use the Realsee Dataset to create interactive online experiences similar to Realsee's 3D Dataset; (v) decompile, disassemble, decrypt, reverse engineer, extract or otherwise attempt to derive the source code of any software underlying the Realsee Dataset; or (vi) attempt to determine or extract the address, owner, or identity and shall not combine the Realsee Dataset or Realsee Dataset Derived Information with any other dataset in a manner that could reasonably be expected to re-identify any individual or real property of any locations included in the Realsee Dataset, or any other personal information that may be included in or with the Realsee Dataset. For the avoidance of doubt, the restriction in subsections (i) and (ii) above shall not apply to any distribution of the Realsee Dataset or Realsee Dataset Derived Information to Realsee, or Realsee's use thereof.

(b) In the event that You publish or distribute the Realsee Dataset or any Realsee Dataset Derived Information, You must give appropriate credit in a reasonably prominent manner visible to end users, such as in publications, presentations, or dataset redistribution interfaces, provide a link to this license, and indicate if changes were made, in a manner that does not suggest Realsee endorses you or your use.

(c) As a condition of receiving the Realsee Dataset, You agree to provide to Realsee Your name, email address and institution as set out in Exhibit A, and You consent to Realsee's collection and use of such personal information for Realsee's internal purposes, including outreach to You.

3. **Term; Termination.** The term of this Agreement and the license granted herein continues until this Agreement is terminated by either party; provided, however, that the license is perpetual with respect to any portion of the Realsee Dataset or any Realsee Dataset Derived Information to the extent contained in material that You published prior to the date of termination of this Agreement. You may terminate this Agreement at any time by discontinuing use of, and deleting all copies of, the Realsee Dataset and any Realsee Dataset Derived Information. This Agreement terminates automatically if You fail to comply with any of the terms of this Agreement. Upon any termination of this Agreement, You must cease use of the Realsee Dataset and any Realsee Dataset Derived Information and destroy all copies of the foregoing; provided, however, that nothing herein will obligate You to delete or remove any portion of the Realsee Dataset or any Realsee Dataset Derived Information from any material that You published prior to the date of termination of this Agreement, provided that you did not violate the terms of the Agreement. Sections 2.3, 2.4(a), and 4 through 10 shall survive any expiration or termination of this Agreement.

4. **Disclaimer.** THE REALSEE DATASET IS PROVIDED "AS IS." REALSEE MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND EXPRESSLY DISCLAIMS, ON BEHALF OF ITSELF AND ITS LICENSORS, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, REALSEE MAKES NO WARRANTY THAT THE REALSEE DATASET WILL BE ERROR-FREE OR FREE

FROM INTERRUPTIONS OR OTHER FAILURES OR THAT THE REALSEE DATASET WILL MEET YOUR REQUIREMENTS. Some jurisdictions do not allow some of the foregoing exclusions or limitations, so some of these exclusions or limitations may not apply to You.

5. **Indemnification.** You are solely responsible for any modifications of derivative works you or others make at your direction. Realsee shall not be obligated to indemnify, defend or hold You harmless with respect to any third-party claims arising out of or relating to the Realsee Dataset, including without limitation any claims for intellectual property infringement. Nothing in this Agreement shall be deemed an admission that any such claims may arise. You, at Your own expense, will indemnify, defend and hold harmless Realsee, its corporate affiliates and their respective officers, directors, employees, representatives and agents (each a "**Realsee Indemnitee**") from and against any claim, demand, action, class action, investigation or other proceeding, including but not limited to all damages, losses, liabilities, judgments, costs and expenses (including reasonable attorneys' fees) arising therefrom (each a "**Claim**"), brought by any third party against a Realsee Indemnitee to the extent that such Claim is based on, or arises out of: (a) a breach, or potential breach, of any of Your obligations under this Agreement; (b) Your use of the Realsee Dataset, including Your use of any Realsee Dataset Derived Information that You may create; or (c) any alleged or actual fraud, gross negligence or willful misconduct of You or Your subcontractors or agents. In the event of a claim in respect of which a Realsee Indemnitee seeks indemnification from You under this Section 5, the Realsee Indemnitee will promptly notify You in writing of the claim, cooperate with You in defending or settling the claim at Your expense, and allow You to control the defense and settlement of the claim, including the selection of attorneys; provided, however, that You shall not settle any claim unless such settlement completely and forever releases the Realsee Indemnitee from all liability with respect to such claim or unless the Realsee Indemnitee consents to such settlement in writing.

6. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW: (A) IN NO EVENT WILL REALSEE, ITS AFFILIATES OR LICENSORS BE LIABLE, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES; AND (B) IN NO EVENT SHALL THE TOTAL LIABILITY OF REALSEE, ITS AFFILIATES OR ITS LICENSORS UNDER THIS AGREEMENT EXCEED $100. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. 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.

7. **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 licensing the Realsee Dataset 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 installing and using the

Realsee Dataset, the Realsee Dataset 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 and disclosure of the Realsee Dataset and associated documentation, and shall supersede any conflicting terms or conditions.

8. **Compliance with Law.** You represent and warrant that: (a) You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) You are not listed on any U.S. Government list of prohibited or restricted parties. You may not export, re-export, import, or transfer the Realsee Dataset in violation of any applicable export laws or regulations, and You may 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 laws.

9. **Governing Law; Venue.** This Agreement shall be interpreted in accordance with the laws of the Hong Kong Special Administrative Region of China, with the exception of any conflict of laws. Any dispute or claim arising out of or in connection with this Agreement shall be settled by arbitration in Hong Kong by the Hong Kong International Arbitration Centre in accordance with the Hong Kong International Arbitration Centre administered arbitration rules in force when the arbitration notice is submitted in accordance with the said rules.

10. **Miscellaneous.** If any provision of this Agreement is held to be unenforceable, such provision shall be reformed to the extent necessary to make it enforceable so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect. A waiver of any default is not a waiver of any subsequent default. You may not assign or otherwise transfer any of Your rights hereunder without Realsee's prior written consent, and any such attempt is void. This Agreement is binding upon and is for the benefit of the respective successors and assigns of the parties hereto. The parties acknowledge and agree that a material breach of this Agreement adversely affecting Realsee's proprietary rights would cause irreparable harm to Realsee for which a remedy at law would be inadequate and that Realsee shall be entitled to injunctive relief in addition to any remedies it may have hereunder or at law. This Agreement is the complete agreement between Realsee and You concerning Your use of the Realsee Dataset, and supersedes any and all prior agreements and representations between Realsee and You related to the same subject matter. Unless otherwise specified herein, all notices and other communications required or permitted to be given or made hereunder shall be in writing and: (a) if to Realsee, you may contact Realsee by emailing us at developer@realsee.com; or (b) if to You, by email to the email address you provided to Realsee. No amendment of any provision of this Agreement shall be effective unless made in accordance with preliminary paragraphs hereof or set forth in a writing signed by a representative of Realsee and You, and then only to the extent specifically set forth therein.

Exhibit A

Field	Information
Full Name	_____
Email Address	_____
Institution / Organization	_____
Industry	☐ Real Estate ☐ Architecture ☐ Interior Design ☐ Education ☐ Research ☐ Other (please specify): _____
Intended Use / Purpose	_____
Country / Region	_____
Additional Comments (optional)	_____
Signature	_____
Date	_____

Please complete the form to request access to the Realsee Dataset.