

Morphic, Inc.

Enterprise service agreement and data processing addendum

Effective Date: [_____]

Service Provider	Morphic, Inc. 2093 Philadelphia Pike #2017 Claymont, DE 19703, USA Contact: jd@morphic.com
Client	
Client address	
Country of incorporation	
Client contact	

Recitals

This Enterprise Service Agreement and Data Processing Addendum (collectively, the "Agreement") is entered into by and between Morphic, Inc. ("Morphic" or "Service Provider") and the client identified above ("Client"). This Agreement governs Client's access to and use of Morphic's AI-powered content creation platform (the "Service") and supplements Morphic's standard Terms of Use available at morphic.com/terms-of-use (the "Terms"). In the event of any conflict between this Agreement and the Terms, this Agreement shall prevail.

1. Definitions

"Client Data" means all inputs, uploads, digital materials, assets, and content provided by Client or its Authorized Users to the Service, including any metadata associated therewith.

"Outputs" means all content, images, videos, or other materials generated by the Service using Client Data as input.

"Authorized Users" means Client's employees, contractors, and agents who are permitted by Client to access the Service under Client's account.

"Confidential information" means any non-public information disclosed by one party to the other that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information.

"Training" means the use of data to develop, improve, fine-tune, or evaluate machine learning or artificial intelligence models.

"Prohibited content" means any content described in Section 5 of this Agreement.

"Third-party content" means any image, video, audio, text, likeness, trademark, brand asset, or other material owned by a party other than Client.

2. Permitted use

Client may access and use the Service solely through Morphic's platform interface for Client's own creative, commercial, or internal business purposes. Client shall not:

- Re-sell, sub-license, or otherwise provide access to the Service or any of its capabilities to third parties on a standalone basis;
- Integrate or re-package the Service or any of its capabilities into Client's own products or services for distribution to Client's own downstream end users, without Morpic's prior written consent;
- Use the Service to create, train, fine-tune, or improve any AI model or algorithm, including any model competitive with Morpic or its third-party model provider offerings.

3. Ownership of client data and outputs

3.1 Client retains all rights

Client retains all rights, title, and interest in and to all Client Data and Outputs, to the fullest extent permitted under applicable law. Morpic does not claim any ownership interest in Client Data or Outputs.

3.2 Limited operational license

Solely to operate, maintain, and provide the Service, Client grants Morpic a limited, non-exclusive, non-transferable, royalty-free license to store, process, and reproduce Client Data and Outputs during the term of this Agreement. This license terminates upon expiration or termination of the Agreement.

3.3 Commercial use rights

This Agreement is available exclusively to Clients subscribed to Morpic's Enterprise plan. Client represents and warrants that it is, and shall remain throughout the term of this Agreement, subscribed to Morpic's Enterprise plan. Subject to this requirement, Client is granted a perpetual, irrevocable, license to use, reproduce, distribute, publicly display, publicly perform, broadcast, and stream all Outputs for any commercial or non-commercial purpose, within all territories permitted by applicable law and third-party model provider terms, subject to any restrictions imposed by third-party model providers integrated into the Service.

3.4 Morpic platform IP

All intellectual property rights in the Service, including the underlying platform, interfaces, and infrastructure, are and shall remain the exclusive property of Morpic. Nothing in this Agreement transfers any such rights to Client.

4. Data processing addendum — non-training guarantee

4.1 No training on client data or outputs

Moric shall not use Client Data or Outputs for Training any artificial intelligence or machine learning model, including but not limited to Morpic's own foundation models, fine-tuned models, or any derivative model, without the prior explicit written consent of Client. This prohibition applies regardless of whether such data has been anonymized, aggregated, or otherwise transformed.

4.2 Third-party model providers

Moric will endeavour to ensure that all third-party AI model providers integrated into the Service maintain a commitment not to use customer inputs or outputs for training or fine-tuning any AI/ML model, whether through a contractual non-training agreement, a data processing addendum, or equivalent terms in the provider's standard service conditions. Morpic makes no representation or warranty regarding the data practices of third-party model providers and shall bear no liability to Client if any such provider uses Client Data or Outputs in a manner inconsistent with this Section, provided that Morpic has taken reasonable steps to contractually restrict such use.

4.3 Data security

Morphic shall implement and maintain industry-standard technical and organizational measures to protect Client Data against unauthorized access, loss, or disclosure. Morpic shall notify Client without undue delay (and in any event within 72 hours) upon becoming aware of any breach affecting Client Data.

4.4 Data retention and deletion

Upon termination or expiration of this Agreement, or upon Client's written request, Morpic shall delete or return all Client Data and Outputs within 30 days and provide written confirmation of such deletion upon request. Where Morpic relies on third-party model providers or infrastructure to deliver the Service, Client acknowledges that deletion timelines and processes may be subject to the data retention and deletion practices of those providers, and Morpic's obligation shall be to use reasonable efforts to procure deletion in accordance with those providers' applicable terms.

5. Copyrighted content — client obligations

5.1 Representations and warranties

Client represents and warrants that, with respect to all Client Data and third-party content uploaded to or used within the Service:

- Client owns all intellectual property rights in the Client Data, or has obtained all necessary licenses, permissions, clearances, and authorizations from the applicable rights holders to use such content in the manner contemplated by this Agreement;
- Client's use of such content within the Service does not and will not infringe, misappropriate, or violate any copyright, trademark, trade secret, moral right, right of publicity, right of privacy, or any other intellectual property or proprietary right of any third party;
- Where Client Data incorporates the likeness, voice, name, or image of any identifiable person, Client has obtained the explicit, informed consent of that person (or their legal guardian) for such use; and
- Client Data does not contain any content that is subject to unresolved ownership disputes, encumbrances, or third-party claims that would restrict its use within the Service.

5.2 No circumvention of rights management

Client shall not use the Service to remove, alter, obscure, or circumvent any copyright notice, digital rights management mechanism, watermark, content identifier, or other technical protection measure embedded in third-party content or in Outputs.

5.3 Commercially sensitive assets

Where Client uploads brand assets, trademarks, logos, or other commercially sensitive materials belonging to third parties (including Client's own customers), Client is solely responsible for ensuring that such use is authorized under applicable license agreements and does not violate any contractual restriction.

5.4 Morpic's right to act on infringement claims

If Morpic receives a credible notice of copyright infringement relating to Client Data or Outputs generated using Client Data, Morpic reserves the right to suspend access to or remove the relevant content, with or without prior notice to Client, to the extent required to comply with applicable law or to protect Morpic from liability. Morpic will notify Client promptly following any such action.

6. Prohibited content and violations

6.1 Absolute prohibitions

The following categories of content are strictly prohibited. Client shall not, and shall ensure that Authorized Users do not, use the Service to generate, upload, process, or distribute:

- Any content that sexually exploits minors (CSAM) or that depicts minors in a sexual, suggestive, or exploitative manner, in any form;
- Non-consensual intimate imagery (NCII), including any realistic or synthetic depiction of an identifiable person in a sexual context without their explicit, documented consent;
- Deepfakes or synthetic media designed to falsely portray a real person saying, doing, or experiencing something they did not, where such content is intended to deceive, defame, harass, or cause harm to that person;
- Content that incites, glorifies, or facilitates violence, terrorism, genocide, or hatred against any individual or group on the basis of race, ethnicity, religion, gender, sexual orientation, disability, or national origin;
- Content designed to impersonate any individual, organization, or government entity in a manner likely to deceive third parties or cause harm;
- Content that constitutes illegal discrimination, harassment, or stalking under applicable law; and
- Any content the generation or distribution of which is illegal under applicable law in the jurisdiction where Client or its Authorized Users are located.

6.2 Additional restrictions

Client shall not use the Service to:

- Generate synthetic biometric data (facial, voice, or other) of real persons without their explicit written consent;
- Create content designed to manipulate elections, spread coordinated disinformation, or undermine democratic processes;
- Produce content intended to facilitate fraud, identity theft, phishing, or financial crime;
- Develop, train, or improve any AI model using Outputs, whether directly or through an intermediary;
- Access or use any Morpic platform feature or capability through any external browser automation tool, headless browser, scripted agent, or any other mechanism that bypasses or operates outside of Morpic's standard platform interface; or
- Circumvent, disable, or interfere with any safety filter, content moderation mechanism, watermark, or security measure built into the Service.

6.3 Client compliance obligations

Client shall:

- Maintain internal policies governing its Authorized Users' use of the Service, no less restrictive than the obligations imposed on Client under this Agreement;
- Implement reasonable technical and operational controls to detect and prevent Prohibited Content from being generated or distributed through Client's use of the Service;
- Maintain logs sufficient to trace generated content back to the Authorized User who requested it, and retain such logs for a minimum of 12 months; and
- Cooperate fully with Morpic's reasonable requests for information in connection with any content compliance investigation.

6.4 Reporting obligations

Client shall notify Morpic in writing within 72 hours upon becoming aware that any Prohibited Content has been generated through Client's account or that any Authorized User has materially violated the restrictions in this Section. Client shall include in such notice a description of the content, the steps taken to remove or contain it, and a remediation plan.

6.5 Consequences of violation

Any violation of this Section 6 may, at Morpic's sole discretion and without prejudice to any other remedy available:

- Result in immediate suspension or permanent termination of Client's account and all Authorized User access;
- Trigger Client's indemnification obligations under Section 8; and
- Be reported to relevant law enforcement or regulatory authorities where required by applicable law.

7. Model IP and reverse engineering

All intellectual property rights in any AI or machine learning model made available through the Service, including model parameters, weights, algorithms, and architecture, are and shall remain the exclusive property of Morpic or the applicable third-party model provider. Client shall not:

- Attempt to extract, reconstruct, or approximate any model's parameters, weights, or architecture through any means, including model inversion, membership inference, or systematic output analysis;
- Reverse engineer, decompile, or disassemble any model or its inference infrastructure;
- Use Outputs in any manner designed to replicate, approximate, or compete with any model made available through the Service; or
- Use Outputs as inputs for model distillation, knowledge transfer, or any process designed to approximate a model's capabilities in another system.

8. Indemnification

8.1 Client indemnification of Morpic

Client shall defend, indemnify, and hold harmless Morpic and its officers, directors, employees, contractors, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising out of or relating to:

- Any breach by Client or its Authorized Users of the representations and warranties in Section 5;
- Any claim by a third party that Client Data or Outputs generated from Client Data infringe or misappropriate such third party's intellectual property, privacy, portrait, voice, or personality rights;
- Any violation by Client or its Authorized Users of Section 6 (Prohibited Content) or Section 7 (Model IP);
- Client's or its Authorized Users' use or misuse of the Service, including any use of the Service that violates applicable law;
- Client's products or services incorporating Outputs; or
- Any regulatory action, fine, or enforcement proceeding arising from Client's use of the Service.

8.2 No liability for IP violations

Moric shall have no liability whatsoever to Client, and Client expressly waives any claim against Morpic, arising from or related to:

- Any alleged infringement of intellectual property rights, personality rights, portrait rights, voice rights, or any other third-party rights arising from Client Data, Custom Materials, or Outputs generated at Client's direction;
- Client's or its Authorized Users' use of Outputs in any product, service, or publication;
- Any content generated by the Service that Client or its Authorized Users chose to use, distribute, or publish; or
- Any claim by a third party resulting from Client's failure to obtain necessary rights, licenses, consents, or clearances prior to submitting content to the Service.

Client acknowledges that Morpic operates as a platform and does not review, pre-approve, or take responsibility for the content Client chooses to generate or the purposes for which Client uses Outputs. All such responsibility rests solely and exclusively with Client.

8.3 Indemnification procedure

The indemnified party shall: (a) promptly notify the indemnifying party in writing of any claim; (b) grant the indemnifying party sole control over the defense and settlement of the claim; and (c) provide reasonable cooperation at the indemnifying party's expense. The indemnifying party shall not settle any claim in a manner that imposes liability or obligations on the indemnified party without prior written consent.

9. Prohibition on promotional use

9.1 No promotional use without written consent

Morphic shall not, directly or indirectly, use Client Data, Outputs, Client's name, logos, trademarks, project titles, or any reference to the existence or terms of this Agreement for any marketing, advertising, promotional, case study, press release, social media, or public relations purpose without the prior explicit written consent of Client.

9.2 Written consent requirement

Any consent granted under Section 9.1 must be in writing, specify the exact content and channels of use, and may be revoked by Client at any time with 14 days' written notice. Verbal or implied consent shall not be sufficient.

9.3 Permitted disclosures

Nothing in this Section shall prevent Morpic from disclosing the existence of this Agreement to the extent required by applicable law, stock exchange rules, or court order, provided that Morpic gives Client reasonable prior notice and cooperates with Client in seeking a protective order.

10. Confidentiality

Each party agrees to hold the other party's Confidential Information in strict confidence and not to disclose it to any third party without the other party's prior written consent, except to employees or contractors who have a need to know and are bound by confidentiality obligations no less restrictive than those in this Agreement. General confidentiality obligations survive termination of this Agreement for a period of three (3) years. However, obligations relating to Confidential Information that constitutes trade secrets, model architecture, or proprietary technical information survive indefinitely.

11. Term and termination

This Agreement commences on the Effective Date and continues for a period of one (1) year unless earlier terminated. This Agreement shall automatically renew for successive one-year periods unless either party provides written notice of non-renewal at least 30 days before the end of the then-current term. Either party may terminate this Agreement for convenience with 30 days' written notice. Either party may terminate immediately upon written notice if the other party materially breaches this Agreement and fails to cure such breach within 15 days of written notice. Sections 3.1, 4.1, 5, 6, 7, 8, 9, and 10 survive termination. For the avoidance of doubt, the prohibition on promotional use (Section 9) and the non-training guarantee (Section 4.1) survive indefinitely and are not subject to any time limit.

12. Limitation of liability

To the maximum extent permitted by applicable law, neither party shall be liable to the other for any indirect, incidental, special, consequential, or punitive damages. Each party's total aggregate liability under this Agreement shall not exceed the fees paid or payable by Client to Morpic in the twelve (12) months preceding the claim. Nothing in this section limits liability for fraud, gross negligence, willful misconduct, or Client's indemnification obligations under Section 8.

13. Governing law and disputes

This Agreement shall be governed by the laws of the State of Delaware, USA, without regard to its conflict-of-law provisions. The parties shall first attempt to resolve any dispute through good-faith negotiation. If unresolved within 30 days, disputes shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association.

14. General

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements, understandings, or representations. This Agreement may be amended only by a written instrument signed by authorized representatives of both parties. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force. Notices shall be provided in writing to the contact addresses listed on the cover page of this Agreement.

Signatures

In witness whereof, the parties have executed this Agreement as of the Effective Date first written above.

For Morphic, Inc.	For Client
Name: _____	Name: _____
Signature: _____	Title: _____
Date: _____	Signature: _____
	Date: _____

End of Agreement