

MORPHI

TERMS OF SERVICE

(with Privacy Policy included below for your convenience)

LAST UPDATE OCTOBER 26, 2023

Welcome to Morphi, created by The Inventory, Inc., a NY S Corporation (“**we**”, “**us**” or “**our**”). The Terms of Service (the “**Terms of Service**”) is a legal agreement between you and us. **You** and “**your**” means you personally (or you as a group in case of an entity), unless defined otherwise.

Please read the Terms of Service, as well as the **Privacy Policy** (included below for your convenience) carefully before accessing and using our website <http://www.morphiapp.com> (the “**Website**”) and any and all of our applications released, downloaded or made available through Apple Inc.’s App Store, Apple Inc.’s Mac App Store and/or on the Website, including but not limited to:

- Morphi 3D Modeling + AR (for iPad)
- Morphi Edu 3D Modeling, AR (for iPad)
- Morphi, 3D Modeling + 3D Printing (for Mac)
- Morphi AR (Pocket Edition) (for iPhone/iOS)
- Morphi for Mac
- Morphi for Windows
- Morphi Studio: 3D, AR, Animate (for iOS through Test Flight)

(unless otherwise specified by a particular platform, all of our applications are collectively referred to in the Terms of Service as the “**Applications**,” and individually as the “**Application**”).

You can download a copy of the Terms of Service [here](#).

THE SERVICES

The services include the Applications and the Website (collectively, the “**Services**”), including without limitation, any 3D models, 3D files (STL, OBJ, .morphi files and any other 3D file format), images, graphics, data, code, videos, GIFs, features, text, documents, user interface, software and other content that was created by us or that we own (collectively, “**Content**”).

The Terms of Service govern your access to and use of the Services and constitute a legally binding agreement between you and us. If you have any questions about the Terms of Service, please contact us at hello@morphiapp.com.

ACCEPTANCE OF THE TERMS OF SERVICE

By accessing and using the Services in any manner (including without limitation, downloading, installing and/or using any of the Applications, visiting, browsing and using the Website, using the Content or creating or using User Content (defined below)), you agree to be bound by the Terms of Service.

You may use the Services only if you have the power to form a contract with us and are not barred under any applicable laws from doing so. If you are using the Services on behalf of an organization or other legal entity, you are agreeing to the Terms of Service for that organization or other legal entity and promising that you have the authority to bind that organization or legal entity to the Terms of Service. In that case, “you” and “your” will refer to that organization or other legal entity. If you do not have such authority or if you do not agree with the Terms of Service, then you may not use the Services.

You may use the Services (including without limitation creating User Content (defined below)) only in compliance with the Terms of Service. The Terms of Service apply to all users of the Services, including without limitation, users who are contributors of User Content (defined below).

ELIGIBILITY

We may, in our sole discretion, refuse to offer the Services to any person or entity and change our eligibility criteria at any time. You are solely responsible for ensuring that you comply fully with the Terms of Service. You may not use the Services for any illegal or unauthorized purpose or in any other way contrary to the Terms of Service. The Services are offered to you only for your use and not for the benefit of any third party.

MODIFICATIONS

The Services may continue to change over time. We reserve the right, in our sole discretion, to modify or replace any of the provisions of the Terms of Service, or change, suspend, or discontinue any of the Services at any time. We may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or any liability to us.

The most current revised Terms of Service will appear on www.morphiapp.com, with links in the Applications. The Terms of Service is linked under the i (info) button in the Applications on iPad and iPhone and under the “About Morphi” section in the Applications on Mac and Windows). It is your responsibility to check the Terms of Service periodically for changes. By continuing to access or use the Services after any changes to the Terms of Service become effective, you agree to be bound by any revisions to the Terms of Service. If you do not agree to the revised Terms of Service, then please stop using the Services. Please email us at hello@morphiapp.com should you have any questions or concerns.

LICENSE FOR YOU TO USE THE SERVICES

The Services (excluding any User Content) are our intellectual property and are protected by United States and other applicable copyright, patent and other laws and international treaty provisions. Subject to your full and complete compliance with the Terms of Service, we grant you a worldwide, non-exclusive, non-sublicensable and non-transferable license to use the Services for personal or educational purposes. Use, reproduction, modification, distribution or storage of any of the Services other than for these purposes is expressly prohibited. You shall not sell, license, rent, or otherwise use or exploit any of the Services in any way that violates any third party right.

TERMINATION OF YOUR LICENSE TO USE THE SERVICES EFFECTIVE DECEMBER 1, 2023

Your license to use the Services, including the Applications, will be terminated effective December 1, 2023 pursuant to the Termination section (below) in the Terms of Service. We therefore request that on or before December 1, 2023 you stop accessing or otherwise using the Services, and delete all copies of the Applications that you downloaded or installed on any or all of your devices as we will no longer be supporting or maintaining the Services, including the Applications.

INTELLECTUAL PROPERTY NOTICES

The Services may contain content specifically provided by us or others (including but not limited to software components) which are protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. You shall abide by and maintain all copyright notices, information, and restrictions contained in any of the Services and in the Copyright Policy below.

USER CONTENT

User Content is any content that is without limitation created, designed, originated, edited, modified, exported, uploaded or shared by users (including you) in any way and in any form using the Services, whether or not shared publicly or privately ("**User Content**").

YOUR INTELLECTUAL PROPERTY

We claim no intellectual property rights over any User Content, including your User Content.

Your Sole Responsibility and Risk

Any User Content created, originated, edited, modified, exported, uploaded or shared in any way and in any form by you (publicly or privately) using the Services is your sole responsibility and subject to the Terms of Service. In addition, you acknowledge that any use of the Services by you (including without limitation, creating, designing, modeling,

downloading, uploading, exporting, 3D printing, manufacturing, laser cutting, fabricating, disseminating and/or sharing User Content) is at your own risk and you will be solely responsible for any damage or loss to you or any other party resulting directly or indirectly from your use of the Services.

Publicly Shared User Content

If you chose to export or share any of your User Content (including without limitation any image, video, 3D model and/or 3D file (including without limitation any STL, OBJ or .morphi files made by you) from any of the Applications and upload such User Content to any website or platform (including without limitation, 3D modeling, 3D file sharing and/or 3D printing communities such as www.Thingiverse.com) ("**Publicly Shared User Content**"), then you must comply with the following additional requirements:

- **License Grant to Us.** You hereby grant, and you represent and warrant that you have the right to grant, to us, an irrevocable, nonexclusive, royalty-free and fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use your Publicly Shared User Content, and to grant sublicenses of the foregoing, for the purposes of including your Publicly Shared User Content in any Services or to market or promote the Services. You agree to irrevocably waive (and cause to be waived) any claims and assertions of moral rights or attribution with respect to your Publicly Shared User Content.

License Grant to Us for Your User Content Shared with Us

You hereby grant, and you represent and warrant that you have the right to grant, to us, an irrevocable, nonexclusive, royalty-free and fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use any of your User Content that you share with us either electronically or through any other means, and to grant sublicenses of the foregoing, for the purposes of including such User Content shared with us in any Services or for marketing or promotion of the Services. You agree to irrevocably waive (and cause to be waived) any claims and assertions of moral rights or attribution with respect to any of such User Content shared with us.

Removal of User Content

We make no guarantees regarding the availability of your User Content through the Services. We have no obligation to monitor any User Content but we reserve the right to (i) remove, edit or modify any User Content in our sole discretion, at any time, without notice to you and for any reason (including, but not limited to, upon receiving claims or allegations from third parties or authorities relating to such User Content or if we are concerned that you may have violated the Terms of Service), or for no reason at all and (ii) to remove or block any User Content from the Services.

CONDUCT RULES

As a condition of use of the Services, you promise not to use the Services for any purpose that is prohibited by the Terms of Service. You are solely responsible for all of your activity in connection with the Services (including, without limitation, your User Content) and you are solely responsible for your conduct and your communication with others when using the Services.

You shall not (and you shall not permit any other person or entity to) take any action whatsoever directly or indirectly using the Services (including but not limited to creating, designing, 3D modeling, generating, making, uploading, downloading, exporting, 3D printing, manufacturing, fabricating, posting, submitting or otherwise sharing, distributing or facilitating distribution of any content or material (including without limitation any User Content)) that:

- infringes any intellectual property, including without limitation, patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity or violates any law or contractual duty (see the Copyright Policy below);
- you know is false, misleading, untruthful or inaccurate;
- is unlawful, threatening, abusive, harassing, hateful, defamatory, libelous, slanderous, deceptive, fraudulent, invasive of another's privacy, stalking, tortious, obscene, vulgar, pornographic, offensive, bigoted, racist, prejudiced, profane, contains or depicts nudity, contains or depicts sexual activity, or is otherwise inappropriate as determined by us in our sole discretion;
- is harmful to children or minors in any way;
- directly or indirectly promotes or provides instructional information about illegal activities, including, without limitation, the designing or making of anything (in whole or in part) that could cause injury, death or destruction, including without limitation guns, bombs or any other type of weapon or other instrument that could inflict harm, destruction or death;
- constitutes unauthorized or unsolicited advertising, spam, junk or bulk e-mail;
- contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of ours or of any third party;
- impersonates any person or entity, including without limitation, any of our employees or representatives; or
- includes anyone's identification documents or sensitive financial information; or
- depicts cruelty to animals.

You shall not: (i) take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third party providers') infrastructure, system or network; (ii) interfere or attempt to interfere with the working of the Services or any activities conducted on the Services; (iii) bypass,

circumvent or attempt to bypass or circumvent any measures we may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services); (iv) run any form of auto-responder or “spam” on the Services; (v) use manual or automated software, devices, or other processes to “crawl” or “spider” any page of the Website; (vi) harvest or scrape any Content from the Services; or (vii) otherwise take any action in violation of the Terms of Service.

You shall not directly or indirectly: (i) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Services (including without limitation any application), (ii) modify, translate, or otherwise create derivative works of any part of the Services, or (iii) copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder. You shall abide by all applicable local, state, national and international laws and regulations.

We also reserve the right to access, read, retain, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms of Service, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of us, our users and the public.

FEEDBACK YOU PROVIDE TO US

You also grant to us a royalty-free, worldwide, irrevocable, perpetual license to use, publish, edit, translate, distribute, display and incorporate any ratings, comments, suggestions, feedback, improvement requests or other recommendations you provide relating to the Services and/or any Content (“**Feedback**”). You should not submit any Feedback to us that you do not wish to license to us as stated above. We have no obligation (1) to maintain any Feedback in confidence; (2) to pay any compensation for any Feedback; or (3) to respond to any user Feedback. You grant us the right to use the name that you submit in connection with any Feedback.

THIRD PARTY SERVICES

The Services may enable access or provide links to third party websites, services or resources on the Internet, and other third party websites, services or resources may contain links to the Services. Third party websites, services or resources are not under our control, and you acknowledge that we are not responsible or liable for their content, products, services, functions, accuracy, legality, appropriateness, connectivity or any other aspect of such third party websites, services and resources. Links to third party websites, services and resources are provided solely as a convenience to you. The inclusion of any such link in the Services does not imply our endorsement or any association between us and their owners or operators. You acknowledge sole responsibility for and assume all risk arising from your access or use of any third party websites, services and resources accessed on the Services. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any

claim, damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, goods or services available on or through any such third party websites, services and resources.

We reserve the right to change, suspend, remove, or disable access to any third party websites, resources and services on the Website or in any of the Applications at any time without notice. In no event will we be liable for the removal of or disabling of access to any such third party websites, resources and services. We may also impose limits on the use of or access to certain third party websites, resources and services, in any case and without notice to you and without liability to us.

Please read the Privacy Policy below which further discusses third party links in the Services and is included in its entirety as part of the Terms of Service.

APPLE INC.'S TERMS FOR THE APPLICATION

If you are accessing the Services through the Application on a device provided by Apple, Inc. (“**Apple**”) or if you installed the Application through Apple's App Store, the following additional terms shall apply:

Acknowledgement

Both we and you acknowledge that the Terms of Service are concluded between we and you only, and not with Apple, and that Apple is not responsible for the Application and any content on the Application;

Scope of License

The Application is licensed to you on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the Services, subject to all the terms and conditions of the Terms of Service as they are applicable to the Services;

Use on Your Device

You will only use the Application in connection with an Apple device that you own or control.

Maintenance and Support

You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application;

Warranty

In the event of any failure of the Application to conform to any applicable warranty, including those implied by law, you may notify Apple of such failure; upon notification,

Apple's sole warranty obligation to you will be to refund to you the purchase price, if any, of the Application;

Product Claims

You acknowledge and agree that we, and not Apple, are responsible for addressing any claims you or any third party may have in relation to the Application or your possession and or use of the Application;

Intellectual Property Rights

You acknowledge and agree that, in the event of any third party claim that the Application or your possession and use of the Application infringes that third party's intellectual property rights, we, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim;

Legal Compliance

You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties;

Third Party Terms

Both we and you acknowledge and agree that, in your use of the Application, you will comply with any applicable third party terms of agreement which may affect or be affected by such use; and

Third Party Beneficiary

Both we and you acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of the Terms of Service, and that upon your acceptance of the Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms of Service against you as the third party beneficiary hereof.

Contact

You may contact us at The Inventory, Inc. 511 6th Avenue, Suite 849, New York, New York 10011.

Services Provided by Apple

Below are services offered by Apple relating to the Application.

In-App Purchase

If you are accessing the Application on a device provided by Apple or obtained the Application through Apple's App Store, you may be able to purchase certain additional features designed to enhance the performance of the Services ("**In-App Purchase**"). When you purchase such paid features, you are doing so through a service provided by Apple. We are not a party to any In-App Purchase and do not process, store or have access to any login passwords or other personally identifiable customer data.

iCloud

The Application may offer Apple's iCloud auto-synching service for cloud storage of in-app data and other content. If you choose to use it, please note that all syncing, storing and transmission of in-app data is handled exclusively by Apple.

TERMINATION

The Terms of Service will continue to apply to you until terminated by either you or us.

You may stop using the Services at any time.

We may suspend or terminate your access to all or any part of the Services at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with your use of the Services.

In the event of your termination in all instances, your license to use the Services shall terminate immediately. Upon termination, you shall stop accessing or otherwise using the Services, and shall delete and/or destroy all copies (full and partial) of the Application that you installed on any or all of your devices.

All provisions of the Terms of Service which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

NO WARRANTY

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS IS", "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. WE, AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUPPLIERS, PARTNERS AND CONTENT

PROVIDERS, DO NOT WARRANT: (I) AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SERVICES, (II) THAT THE FUNCTIONS CONTAINED IN OR PERFORMED OR PROVIDED BY THE SERVICES WILL MEET YOUR REQUIREMENTS, (III) THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, (IV) THAT ANY ERRORS OR DEFECTS IN THE SERVICES WILL BE CORRECTED, OR (V) THAT ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US OR OUR AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

INDEMNIFICATION

You shall defend, indemnify, and hold harmless us, our affiliates and each of our and their respective employees, officers, directors, contractors, suppliers, agents, providers and representatives from all liabilities, claims, proceedings and expenses (including reasonable attorneys' fees) brought by a third party, that arise from or relate to (i) your use or misuse of, or access to, the Services, or otherwise from your User Content (ii) your violation of the Terms of Service, or (iii) any infringement of any intellectual property or other right of any person or entity by you or any third party using your device or computer to access or use the Services. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defenses.

LIMITATION OF LIABILITY

IN NO EVENT SHALL WE, NOR OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, PARTNERS, SUPPLIERS, OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES (I) FOR ANY LOSS OF USE, LOSS OF BUSINESS, LOSS OF GOODWILL, LOST PROFITS, DATA LOSS, BUSINESS INTERRUPTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, COMPENSATORY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) OF FIFTY U.S. DOLLARS (\$50.00). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

PRIVACY POLICY

Your privacy is important to us. The Privacy Policy is included below and is incorporated by reference in its entirety in the Terms of Service.

COPYRIGHT POLICY

We will respond to notices of alleged copyright infringement if they comply with the law and are properly provided to us. We reserve the right to delete or disable any material or content on or accessible through the Services alleged to be infringing and to terminate repeat infringers. If you believe that material or content on or accessible through the Services infringes a copyright, please send a notice of alleged copyright infringement containing all of the following information to the designated agent listed below:

- identify in sufficient detail the copyrighted work that you believe has been infringed upon;
- identify the material you claim is infringing the copyrighted work, including information regarding the location of the allegedly infringing materials in the Services, with sufficient detail so that we are capable of finding and verifying its existence;
- provide your contact information, including address, telephone number and, if available, e-mail address;
- include the following statement: "I have a good faith belief that use of the copyrighted work is not authorized by the copyright owner, its agent, or the law.";
- include the following statement: "I swear, under penalty of perjury that the information in the notification is accurate and that I am the copyright owner or I am authorized to make the complaint on behalf of the copyright owner."; and
- sign the notice physically or electronically.

Please send the notice of alleged copyright infringement to our designated agent as follows: If via postal mail: Copyright Agent, The Inventory, Inc., 511 6th Avenue, Suite 849, New York, New York 10011. If via email: hello@morphiapp.com with "Copyright Policy" in the subject line.

GOVERNING LAW AND JURISDICTION

The Terms of Service shall be governed by and construed in accordance with the laws of the State of New York, including its conflicts of law rules. You agree that any dispute arising from or relating to the subject matter of the Terms of Service or the Services shall be governed by the exclusive jurisdiction and venue of the state and Federal courts of New York County, New York.

ENTIRE AGREEMENT

The Terms of Service are the entire and exclusive agreement between you and us with respect to the Services and supersede and replace all prior agreements, terms or conditions in any form (including oral, written or electronic) between you and us with respect to the Services.

WAIVER

Our failure to enforce any right or provision of the Terms of Service will not be deemed a waiver of such right or provision. In addition, our waiver of compliance in any particular instance does not mean that we will waive compliance in the future.

SEVERABILITY

If any provision of the Terms of Service is found to be unenforceable, the remaining provisions will remain in full force and effect and an enforceable term will be substituted reflecting our intent as closely as possible.

ASSIGNMENT

You cannot assign, transfer or sublicense any of your rights or obligations under the Terms of Service. We may assign, transfer or delegate any of our rights or obligations under the Terms of Service without your consent.

FORCE MAJEURE

We will not be liable or responsible for failure to perform any of the Services where the failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failures.

COPYRIGHT NOTICES

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Our Trademarks

Morphi, Morphi Edu and The Inventory are trademarks of The Inventory, Inc. All other brand names, product names or trademarks belong to their respective holders.

Open Source and Third-Party Components in Morphi

Included in the Software are computer software supplied by third-parties, including without limitation those set forth below (the “**Third-Party Software**”). We are providing the Third-Party Software to you by permission of the respective licensors and/or copyright holders on the terms provided by such parties, including those terms required to be provided to you that are set forth below, and subject also to the Terms of Service. Without limiting any provision in the Terms of Service, we expressly disclaim any warranty or other assurance to you regarding the Third-Party Software. The following terms relate only to the Third-Party Software identified below and not to the Software.

sgCore and rtEngine

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zlib v.1.2.8

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2. Altered source versions must be plainly marked as such, and must not be misrepresented as being the original software.
3. This notice may not be removed or altered from any source distribution.

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Roboto Font

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Open CV (Open Source Computer Vision Library)

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License Agreement For Open Source Computer Vision Library

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- Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
- **Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.**
- The name of the copyright holders may not be used to endorse or promote products derived from this software without specific prior written permission.

This software is provided by the copyright holders and contributors "as is" and any express or implied warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose are disclaimed. In no event shall the Intel Corporation or contributors be liable for any direct, indirect, incidental, special, exemplary, or consequential damages (including, but not limited to, procurement of substitute goods or services; loss of use, data, or profits; or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of the use of this software, even if advised of the possibility of such damage.

MORPHI

PRIVACY POLICY

LAST UPDATED ON OCTOBER 26, 2023

Welcome to Morphi created by The Inventory, Inc. (“**we**”, “**us**” or “**our**”).

We value your privacy. The privacy policy (the “**Privacy Policy**”) sets forth the main categories of information we may collect, use, store and share through our website <http://www.morphiapp.com> (the “**Website**”) and any and all of our applications released, downloaded or made available through Apple Inc.’s App Store, Apple Inc.’s Mac App Store and/or on the Website, including but not limited to:

- Morphi 3D Modeling + AR (for iPad)
- Morphi Edu 3D Modeling, AR (for iPad)
- Morphi, 3D Modeling + 3D Printing (for Mac)
- Morphi AR (Pocket Edition) (for iPhone/iOS)
- Morphi for Mac
- Morphi for Windows
- Morphi Studio: 3D, AR, Animate (for iOS through Test Flight)

(unless otherwise specified by a particular platform, all of our applications are collectively referred to in the Privacy Policy as the “**Applications**,” and individually as the “**Application**”).

We also use several third party service providers for various purposes in connection with the Website and Applications, including for data analytics, video hosting, payment processing, static file storage, file sharing and social media. We do not control the content, practices or policies of any third party service provider. When you access or interact with any websites or other services provided by third party providers, you will also become subject to their own privacy policies and data collection. As discussed further below in “**Third Party Links and Services**,” we recommend that you review the applicable privacy policies and terms of use for each third party provider used in connection with the Website and the Applications to better understand how these third party service providers and websites affect your privacy.

If you do not agree with the terms of the Privacy Policy, please do not use the Services, including the Website and the Applications.

We **DO NOT** do any of the following:

- We **DO NOT** have registration to use the Applications or the Website (except for the Application for iOS on Test Flight which is invite only and requires Apple ID registration per Apple Inc.'s rules).
- We **DO NOT** display any advertising in the Applications or on the Website.
- We **DO NOT** collect personal information that would allow us to identify specific users of the Applications or the Website (except (1) for people who voluntarily share their name and email on the Website for correspondence purposes and (2) for purchasers of the Applications for Mac and Windows on the Website who voluntarily provide their email address and personal payment information for the limited purpose of processing their purchases and receiving updates if applicable as described below).

INFORMATION WE COLLECT

We may obtain information from you in four ways:

- (1) through the collection of aggregated usage data provided by Apple Inc. to developers through Apple Inc. developer accounts,
- (2) through data analytics tools used on the Website
- (3) through the collection of personal information you give us if you chose to purchase the Application(s) for Mac and Windows on the Website and receive emailed links to applicable updates of such purchased Application(s) if they became available, and
- (4) through your voluntary communications with us (via email and the like) relating to the Applications or the Website so that we may provide you with customer and technical support and service and inform you of new updates, products, features and related information.

ANONYMOUS AND AGGREGATED USAGE DATA PROVIDED TO US BY APPLE INC.

We do not collect any personal information in the Applications on Apple Inc.'s App Store and Mac App Store that would enable us to identify specific users.

With respect to the Applications on Apple Inc.'s App Store and Mac App Store, we receive automatic standard aggregated usage information from Apple which Apple Inc. collects and makes available to us as an Apple App Developer. This information includes anonymous and aggregated sales information and aggregated crash information for people who have opted into Apple Inc.'s collection of this data.

Apple Inc. (<https://www.apple.com>) is a third party service provider used in connection with the Applications for iPad on the App Store and Applications for Mac on the Mac App Store. Before you use any of the Applications on the App Store or Mac App Store, please review Apple's privacy policy and terms of use described further in the **Third Party Links and Services** section below.

ANONYMOUS AND AGGREGATED USAGE DATA ON THE WEBSITE

The Website is hosted by Squarespace (<https://www.squarespace.com>). Through Squarespace's analytics services, we collect information that your browser sends whenever you visit the Website ("**Log Data**"). This Log Data may include information such as your computer's Internet Protocol address, browser type, browser version, the pages of the Website that you visit, the time and date of your visit, the time spent on those pages and other statistics. We also use Google Analytics (<https://analytics.google.com/analytics/web/provision/?authuser=0#/provision>) to access anonymous aggregated data on the Website.

Cookies are files with a small amount of data, which may include an anonymous unique identifier ("**Cookies**"). Cookies are sent to your browser from a website and stored on your computer's hard drive. Through Squarespace and Google Analytics, we may use Cookies to collect information on the Website. You can instruct your browser to refuse all Cookies or to indicate when a Cookie is being sent.

We use the anonymous and aggregated data provided by Squarespace and Google to improve the Website and product and service offerings.

If you decide to continue to access the Website, please review the respective terms of use and privacy policies of Squarespace and Google Analytics described further in the **Third Party Links and Services** section below.

PERSONAL INFORMATION FOR PURCHASES OF THE APPLICATIONS FOR MAC AND/OR WINDOWS ON THE WEBSITE

If you purchase any of the Applications for Mac and Windows on the Website, we will request that you provide certain billing data to process and fulfill your purchase, including your name, email and valid credit card information. We use the products and services of Send Owl and Stripe, third party service providers, to securely place, process and fulfill your purchases. Consequently, if you purchase the Applications for Mac and Windows through the Website, you will be providing your personal information to these third party services providers as well. Prior to purchasing the Applications for Mac and Windows on the Website, please review the respective privacy policies of these third party service providers in the **Third Party Links and Services** section below.

If you purchase the Applications for Mac and Windows directly from us on the Website, you may also receive updates to the applicable Application(s) via a link sent to your email address that you provided when you purchased the software. You may opt out of free updates to these Applications at any time via email to us at hello@morphiapp.com.

We will retain your personal information in these limited instances for only for as long as necessary to fulfill the purpose(s) for which it was collected and to comply with applicable laws.

PERSONAL INFORMATION FOR CUSTOMER SERVICE CORRESPONDENCE

If you voluntarily correspond with us, including without limitation, by using a link in the Applications or the Website to contact us or by e-mail, post or phone, we may retain such correspondence in order to provide you with the products and services you request relating to the Applications or the Website, improve our customer and technical support, give you updates on products and services and/or investigate potential violations of the Privacy Policy or the Terms of Service.

We may retain your name, your email address, and other contact information that you provide in a private database. You may opt out of any future communications at any time by notifying us at hello@morphiapp.com. We may, over time, delete these records. We will never share your contact information with any third party.

CHILDREN'S PRIVACY POLICY

We do not knowingly collect personal information on the Website or the Applications from anyone we know to be under the age of 16 ("**Child**"). If we learn that we have collected personal information from a Child but have not received verifiable parental consent, we will delete that information as soon as possible. If you believe we have mistakenly collected such information, please contact us at hello@morphiapp.com so we can resolve the issue immediately.

THIRD PARTY LINKS AND SERVICES

We use several third party service providers and websites in connection with the Applications and the Website, for various purposes including those listed below. Third party service providers have their own privacy policies and data collection when you access or interact with their services. Prior to using the Website and/or the Applications, please review the third party service providers and their privacy policies, which are linked for your convenience below, as well as their terms and conditions (available on their websites). Inclusion of any service or website provided by a third party in the Applications or on the Website is not an endorsement of that service or website by us. We are not responsible or liable for the privacy practices of third parties, or for their content or availability or reliability of their services.

Embedded Vimeo playlist (the Applications and the Website): For your convenience, we have embedded a video tutorial playlist of Morphi's tools from our Vimeo www.vimeo.com channel in the Applications and on the Website. If you choose to view this playlist and have an Internet connection, the videos in this playlist will run inside of the Applications and the Website without advertisements. Before viewing or downloading any videos in this playlist, please review Vimeo's privacy policy at <https://vimeo.com/privacy> as well as its content and terms of use.

Thingiverse link (the Applications for iPad only): For your convenience, in the Applications on iPad we offer the option to export your files directly to Thingiverse if you have access to an Internet connection and a Makerbot/Thingiverse account. If you choose this export option, you will be linked to the sign in page at <https://accounts.thingiverse.com> where you can upload your file directly to your

Thingiverse account. Before using this export function, please review MakerBot Industries LLC (owner of Thingiverse)'s privacy policy: <https://www.makerbot.com/privacy/> as well as its content and terms of use.

Our Social Media Links on the Website: We do not have links to our social media accounts directly in any of the Applications. However, the Website is linked in the Applications and the Website itself contains links to our public social media accounts on third party social media websites. Our social media accounts, which are listed below, contain examples of projects made in the Applications by us and our community, as well as helpful tips, news and features relating to the Applications. Prior to accessing our social media accounts from third parties social media websites linked on the Website, please review the respective privacy policies, terms of use and content of such third party social media providers:

- Instagram privacy policy: <https://help.instagram.com/519522125107875>)
- YouTube privacy policy: https://support.google.com/youtube/topic/2803240?visit_id=637023067684295601-3577044583&rd=1)
- Twitter privacy policy: <https://twitter.com/en/privacy>)
- Facebook privacy policy: <https://www.facebook.com/policy.php>)
- TikTok privacy policy: <https://www.tiktok.com/legal/page/us/privacy-policy/en?lang%3Den=>)

Payment Processing on the Website: We process payments for the Applications for Mac and Windows on the Website hosted by Squarespace using Send Owl and Stripe. Before purchasing any such Applications on the Website, please review the respective privacy policies and terms of use of these third party providers that we use to process these purchases:

- Squarespace privacy policy: <https://www.squarespace.com/privacy>)
- Send Owl privacy policy: <https://www.sendowl.com/privacy>)
- Stripe privacy policy: <https://stripe.com/privacy>).

Website Analytics: We use Squarespace and Google Analytics to provide us with aggregated analytics data of visitors to the Website to make the Website run better and improve our services to you and others in our community. If you decide to continue to visit and access the Website, please review the respective terms of use and privacy policies of these third party data analytics providers:

- Squarespace (Squarespace privacy policy: <https://www.squarespace.com/privacy>)
- Google Analytics (Google Analytics privacy policy: <https://support.google.com/analytics/answer/6004245?hl=en>)

Apple App Store and Mac App Store Analytics: As an Apple App Developer, Apple provides us with anonymous and aggregated analytics data taken from your device, including crash data if you have opted in. We use the data to make the Applications on iPad, iPhone and Mac run better and improve our services to you and others in our community. Before you use the Applications purchased on the App Store or Mac App Store, please review Apple's privacy policy at <https://www.apple.com/legal/privacy/en-ww/> as well as their terms of use.

Static File Hosting for the Website and the Applications: We use Amazon AWS S3 to store files linked on the Website and in the Applications that you may download and use voluntarily if you chose to access them. These files may include:

- installation/setup files of the Applications on Mac or Windows on the Website
- curated 3D models for download directly in the ideas section on the Applications on iPad and iPhone, and
- the Morphi Handbook
- the Terms of Service and the Privacy Policy.

If you access any of these files on the Website or in the Applications, you will be linked to the Amazon AWS web page where the applicable file is stored and can proceed to download the file from that Amazon AWS page. Prior to downloading any file from us on the Website or in the Applications, please review the Amazon privacy policy at <https://aws.amazon.com/privacy/> as well as their terms of use.

All third party privacy policy links are being provided to you above as a courtesy. If these links are no longer active, you can find the privacy policies (as well as their terms of use/service for those providers by visiting their respective websites.

UPDATES TO THE PRIVACY POLICY

The Privacy Policy may continue to change over time. We reserve the right, in our sole discretion, to modify the Privacy Policy at any time without notice to you. If we do that, we will post the updated Privacy Policy on the Website and link it inside the Applications and indicate when it was updated. The Privacy Policy is linked under the i (info) button in the Applications for iPad and iPhone and under the "About Morphi" section in the Applications for Mac and Windows). Please email us at hello@morphiapp.com should you have any questions or concerns.

The Privacy Policy supplements the Terms of Service for the Website and the Applications, which is also available on the Website at www.morphiapp.com/terms and linked inside the Applications.

CONTACT US

If you have any questions or comments about the Privacy Policy or if you have provided us with personal information and would like us to update, change or delete such information, please email us at hello@morphiapp.com with the subject "Privacy Policy." You may also write to us at Morphi, The Inventory, Inc., 511 6th Avenue, suite 849, NY, NY 10011.