

# MOZZO™

## SOFTWARE AS A SERVICE & CLICK WRAP AGREEMENT

Last Modified September 3, 2025.

This is a Software as a Service Agreement for mozzo™, ("Agreement") including the Archbright Membership Agreement and Statement of Work, which by this reference are incorporated herein, is a binding agreement between Archbright®, Inc. and its wholly owned subsidiary, Association Services of Washington, Inc. ("Provider" and "We") and the person or entity ("Customer" and "You") identified on the Archbright Membership Agreement as the user of the website, platform, documentation or combination thereof ("mozzo™").

Please read this Agreement carefully before you start to use mozzo™. By using mozzo™ or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by this Agreement and our Privacy Policy, found at <https://archbright.com/privacy-policy>, incorporated herein by reference. If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use mozzo™.

BY CLICKING THE "ACCEPT" BUTTON, YOU (A) ACCEPT THIS AGREEMENT AND AGREE THAT CUSTOMER IS LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT: (I) YOU ARE 18 YEARS OF AGE OR OLDER/OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (II) IF CUSTOMER IS A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF CUSTOMER AND BIND CUSTOMER TO ITS TERMS.

IF YOU DO NOT AGREE TO THESE TERMS, PLEASE SELECT THE "I DO NOT ACCEPT" BUTTON BELOW. IF YOU DO NOT ACCEPT THESE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICES.

We may revise and update this Agreement from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of mozzo thereafter. However, any changes to the dispute resolution provisions set out in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice before the date the change is posted on mozzo. Your continued use of mozzo™ following the posting of revised terms in this Agreement means that you accept and agree to the changes. You are expected to check this page each time you access mozzo™ so you are aware of any changes, as they are binding on you.

## DEFINITIONS

For purposes of this Agreement, the following terms have the following meanings:

- **Access Credentials** means any username, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device, used alone or in combination, to verify an individual's identity and authorization to access and use the Service Offerings.
- **Aggregated Statistics** has the meaning set out in Section 9.
- **AI Customer Input** means information, data, materials, text, prompts, images, works, code, or other content that is input, entered, posted, uploaded, submitted, transferred, or otherwise transmitted by or on behalf of Customer or any other Authorized User through the Services/an AI Feature, including for purposes of creating Customer Customizations.
- **AI Customer Output** means information, data, materials, text, images, code, works, or other content generated by or otherwise output from the Services/an AI Feature in response to an AI Customer Input.

- **AI Feature** means any feature, functionality, or component of the Service Offerings that incorporates, uses, depends on, or employs any AI Technology.
- **AI Technology** means any and all machine learning, deep learning, and other artificial intelligence technologies, including statistical learning algorithms, models, neural networks, and other artificial intelligence tools or methodologies, all software implementations of any of the foregoing, and related hardware or equipment capable of generating various types of content (including text, images, video, audio, or computer code) based on user-supplied prompts.
- **API** means any application programming interface Provider makes available in connection with the Service Offerings.
- **Authorized Users** means employees of the Customer, as designated in the Archbright Membership Agreement, authorized to access and consume mozzo™ content through an Employee Seat, Feature Admin Seat, or Super Admin Seat, and Provider employees or contractors with valid Access Credentials.
- **Customer** means members of Archbright and/or non members using mozzo's salary survey feature.
- **Confidential Information** has the meaning outlined in Section 4.
- **Customer Customizations** means modifications, enhancements, refinements, adaptations, customizations, and derivative works created or developed by Customer or its Authorized Users.
- **Customer Data means** any and all information, data, material or other content that is uploaded, input, or entered into mozzo by or on behalf of Customer except for Aggregated Statistics. Customer Data includes all AI Customer Outputs, AI Customer Inputs, and Personal Information.
- **Documentation** means any manuals, forms, instructions, or other documents or materials that the Provider makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Service Offerings.
- **Intellectual Property Rights** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- **Interactive Services** means message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features.
- **Customer** means a member of Archbright in good standing.
- **Fees** means the membership dues and fees, including all taxes thereon, or required to be paid by Customer for the services under this Agreement and according to the Archbright Membership Agreement and/or Statement of Work.
- **Provider** has the meaning set forth in the preamble.
- **mozzo™** means website, platform, content, documentation, or combination thereof.
- **Membership Agreement** means the Archbright Membership Agreement submitted by or on behalf of Customer, and accepted by Provider, for Customer's purchase of the Service Offerings granted under this Agreement.
- **Person** means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.
- **Personal Information** means information provided to Provider by or at the direction of Customer which is created or obtained by Provider on behalf of Customer, or information to which access was provided to Provider by or at the direction of Customer, in the course of Provider's performance under this Agreement that (a) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, email addresses, and other unique identifiers); or (b) can be used to authenticate an individual (including, without limitation,



employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit report information, student information, biometric, health, genetic, medical, or medical insurance data, answers to security questions, an individual's internet activity or similar interaction history, inferences drawn from other personal information to create consumer profiles, geolocation data, an individual's commercial, employment, or education history, and other personal characteristics and identifiers). Customer's business contact information is not by itself deemed to be Personal Information.

- **SDS Seat** means the granting of access and consumption of Safety Data Sheet content that is not restricted to a single user.
- **Service Offerings** means software as a service offerings through mozzo,
- **Service Levels** has the meaning outlined in Section 14.
- **Term and Termination** have the meaning outlined in Section 20.
- **Terms and Conditions** means those outlined in this Agreement, Membership Application, and/or Statement of Work.
- **Training Data** means any and all information, data, materials, text, prompts, images, code, and other content that is used by or on behalf of Licensor to train, validate, test, retrain, or improve any AI Technology incorporated into or used with, in connection with, or in support of, the Service Offerings.
- **Third Party** means any Person other than Provider or Customer.
- **Update** has the meaning set forth in Section 13.

WHEREAS, Provider provides access to software as a service offerings to its Customers;

WHEREAS, Customer desires to access certain software as a service offerings described herein and Provider desires to provide Customer access to such offerings, subject to the terms and conditions set forth in This Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable considerations, PROVIDER and CUSTOMER AGREE AS FOLLOWS:

1. **Scope.** Subject to and conditioned upon Customer's payment of the Membership Dues and/or Fees for services and Customer's strict compliance with all terms and conditions set forth in this Agreement Provider will provide Service Offerings during the Term to Customer solely by and through its Authorized Users to mozzo™, to: access mozzo with an agreed upon a number of seats to be distributed by the Customer to the entity's employees only. The seats may be transferred to other Customer employees on an as-needed basis. Access to mozzo will require an internet connection, which is not provided by the Provider but is the sole responsibility of the Customer. You must use mozzo in accordance with this Agreement solely for the Customer's internal business purposes. Provider hereby grants Customer a nonexclusive, non-sublicensable, non-transferrable (except in compliance with Section 29) license to use the Documentation for Customer's internal business purposes in connection with the use of the Service Offerings .
2. **Reliance on Information Posted.** Content presented on or through mozzo is made available solely for general information and guidance purposes. The content is not legal advice and not protected by privilege. Provider does not warrant the accuracy, completeness, or usefulness of this content. Any reliance you place on such content is strictly at your own risk. Provider disclaims all liability and responsibility arising from any reliance placed on such content presented on or through mozzo™ by Customer or by anyone who may be informed of any of its contents. mozzo™ may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Provider, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Provider. Provider



is not responsible or liable to Customer or any third party, for the content or accuracy of any materials provided by any third parties.

3. **Use of AI Customer Output.** Customer is solely responsible for (i) evaluating (including by human review) AI Customer Output for accuracy, completeness, and other factors relevant to its use before using, distributing, or relying on the AI Customer Output and (ii) decisions, actions, and omissions in reliance or based on the AI Customer Output.
4. **Confidential Information.** From time to time during the Term, Provider and Customer may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, whether or not marked, designated, or otherwise identified as "confidential" at the time of disclosure (collectively, "Confidential Information"). Without limiting the foregoing, Provider IP is Provider's Confidential Information and Customer Data is Customer's Confidential Information. Confidential Information does not include information that, at the time of disclosure, is: (a) in the public domain; (b) known to the receiving party; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees, agents, or subcontractors who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder and who are required to protect the Confidential Information in a manner no less stringent than required under this Agreement. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings. Each party's obligations of non-disclosure regarding Confidential Information are effective as of the date the Confidential Information is first disclosed to the receiving party and will expire five years thereafter/continue as long as permitted by applicable law; provided, however, for any Confidential Information that constitutes a trade secret (as determined under applicable law), those obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as the Confidential Information remains subject to trade secret protection under applicable law.
5. **Use Restrictions.** Customer shall require its Authorized Users not to, directly or indirectly: use (including make any copies of) the mozzo™ platform beyond the scope of this Agreement, including distribution of Authorized User Seats outside of the Customer. Customer shall not: provide any other Person, including any subcontractor, independent contractor, affiliate, or service provider of Customer, with access to or use of mozzo; modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of mozzo, Web application, or Documentation or any part thereof; combine mozzo or any part thereof with, or incorporate the Software or any part thereof in, any other programs; reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of mozzo or any part thereof; remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices provided on or with mozzo or Documentation, including any copy thereof. Customer shall not copy mozzo or documentation, in whole or in part; rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available mozzo, or any features or functionality of mozzo, to any Third Party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud, or other technology or service; Use mozzo in violation of any law, regulation, or rule; use mozzo for purposes of competitive analysis of mozzo, the development of a competing product or service, or any other purpose that is to the Provider's commercial disadvantage; Use mozzo in any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries); Use mozzo for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way

by exposing them to inappropriate content, asking for personally identifiable information or otherwise; Send, knowingly receive, upload, download, use, or re-use any material which does not comply with the Content Standards set out in this Agreement. Use mozzo to transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation; to impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing); to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of mozzo, or which, as determined by us, may harm the Provider or users of mozzo, or expose them to liability. Use mozzo in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of mozzo, including their ability to engage in real time activities through the mozzo. Use any robot, spider, or other automatic device, process or means to access mozzo for any purpose, including monitoring or copying any of the material on mozzo. Use any manual process to monitor or copy any of the material on mozzo, or for any other purpose not expressly authorized in this Agreement, without our prior written consent. Use any device, software, or routine that interferes with the proper working of mozzo. Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful. Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of mozzo, the server on which mozzo is stored, or any server, computer, or database connected to mozzo. Attack mozzo via a denial-of-service attack or a distributed denial-of-service attack.

6. **User Contributions.** mozzo may contain Interactive Service Offerings that allow Authorized Users to post, submit, publish, display, or transmit to other users or other persons content or materials on or through mozzo. User Contributions also include AI Customer Input and AI Customer Output information, data, and other content, in any form or medium submitted, entered, posted by, or on behalf of Customer and any outputs based thereon. AI Customer Input and Output does not include Aggregated Statistics. All User Contributions must comply with the Content Standards set out in this Agreement. User Contributions are the content that is uploaded to mozzo. mozzo is a passive conduit of the User Contributions. Customer is exclusively responsible for all User Contributions and the consequences of submitting and publishing its content on mozzo. Provider does not verify the accuracy, quality, content or legality of User Contributions. Provider may, but is under no obligation to, monitor, view, or analyze any User Contributions. Provider is not responsible for preventing or identifying infringement of intellectual property rights or non-compliance with applicable laws. Provider will not be liable, directly or indirectly, in any way for any damage or loss caused or alleged to be caused by or in connection with User Contributions. Any User Contribution posted by Customer to mozzo will be considered non-confidential and non-proprietary. By providing any User Contribution on mozzo, Customer grants Provider and its affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material. Customer represents and warrants that: Customer owns or controls all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns. Customer is responsible for obtaining all necessary consent, licenses and waivers required to create, record, submit, publish, and use User Contributions in connection with use of the mozzo website. All of Customer's User Contributions do and will comply with this Agreement. Customer understands and acknowledges that it is responsible for any User Contributions submitted or contributed, and Customer has full responsibility for such content, including its legality, reliability, accuracy and appropriateness. Provider is not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by Customer or any other user of mozzo.
7. **Customer Data.** Provider acknowledges that, as between Customer and Provider, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data, except with respect to Provider IP and Third-Party Products incorporated into AI Customer Output and subject to the license granted herein. Customer hereby grants to Provider a non-exclusive, royalty-free, worldwide license to (i) reproduce, distribute, and otherwise use and display the Customer Data and Process the Customer Data as may be necessary for Provider to provide the Services to Customer and (ii) use, modify, and adapt only aggregated and anonymized AI Customer Input and AI Customer



Output to train, develop, adapt, modify, enhance, or improve the Services/AI Features and other products or services. Notwithstanding anything in this Agreement to the contrary, unless prohibited by applicable law, Provider may delete User Contributions at any time if it is determined that User Contributions violate the terms of this Agreement or that deletion is necessary to comply with applicable law.

8. **Content Standards.** These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety, comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not: Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable; contain graphic or gratuitous violence; conveys a message of hate against any individual or group; encourages or glorifies drug use; promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or any protected status under local, state or federal laws; infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person; violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with this Agreement or be likely to deceive any person; promote any illegal activity, or advocate, promote, or assist any unlawful act, use annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person; impersonate any person, or misrepresent your identity or affiliation with any person or organization; involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising; give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case; is highly repetitive and/or unwanted including "SPAM" messages.
9. **Aggregated Statistics.** Notwithstanding anything to the contrary in this Agreement, Provider may monitor Customer's use of the Services and collect and compile data and information related to Customer's use of the Services to be used by Provider in an aggregated and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services ("Aggregated Statistics"). As between Provider and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Provider. You agree that Provider may use and make publicly available Aggregated Statistics to the extent and in the manner permitted under applicable law, provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.
10. **Responsibility for Use of mozzo™** The Customer is responsible for keeping passwords and access credentials associated with mozzo confidential and may not sell or transfer them to any other person or entity. Customer shall promptly notify Provider of any unauthorized access to its Access Credentials. The Customer is responsible and liable for all uses of mozzo through access thereto provided by Customer, directly or indirectly.
11. **Security.** Provider will employ security measures in accordance with Provider's data privacy and security policy as amended from time to time. Provider maintains a data breach plan and shall implement the procedures required under such data breach plan on the occurrence of a data breach (as defined in such plan). Customer has and will retain sole responsibility for: (a) all Customer Data, including its content and use; (b) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Services; (c) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services ("Customer Systems"); (d) the security and use of Customer's and its Authorized Users' Access Credentials; and (e) all access to and use of the Services and Provider Materials directly or indirectly by or through the Customer Systems or its or its Authorized Users' Access Credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. Customer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Service Offerings.



**12. Monitoring, Enforcement, Termination Measures.** mozzo™ may contain technological copy protection or other security features designed to prevent unauthorized use of mozzo, including features to protect against any use of mozzo that is prohibited under Section 5. Customer shall not, and shall not attempt to, remove, disable, circumvent, or otherwise create or implement any workaround to, any such copy protection or security features. Periodically and/or otherwise on Provider's written request, Customer shall conduct a review of its and its Authorized Users use of mozzo and certify to Provider in a written instrument signed by an officer of Customer that it is in full compliance with this Agreement and that all seats are accurate and being used according to the Archbright Membership Agreement or Statement of Work, or, if Customer discovers any noncompliance: Customer shall immediately remedy such noncompliance and provide Provider with written notice thereof. Customer shall provide Provider with all access and assistance as Provider requests to further evaluate and remedy such noncompliance. If Customer's use of mozzo exceeds the Authorized Users permitted under this Agreement, Provider shall have the remedies set forth in Section 12. During the Term, Provider may, in Provider's sole discretion, audit Customer's use of mozzo to ensure Customer's compliance with this Agreement. The Customer shall fully cooperate with Provider's personnel conducting such audits and provide all reasonable access requested by the Provider to records, systems, equipment, information, and personnel, including machine IDs, serial numbers, emails, and related information. Provider shall only examine information directly related to the Customer's use of mozzo. Without limiting the foregoing, Provider has the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. Provider does not review all material before it is posted on mozzo, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, Provider assumes no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. Provider's remedies set forth in this Section 12 are cumulative and are in addition to, and not in lieu of, all other remedies the Provider may have at law or in equity, whether under this Agreement or otherwise.

**Service Suspension.** Notwithstanding anything to the contrary in this Agreement, Provider may temporarily suspend Customer's and any other Authorized User's access to any portion or all of the Service Offerings if: (i) Provider reasonably determines that (A) there is a threat or attack on any of the Provider IP; (B) Customer's or any other Authorized User's use of the Provider IP disrupts or poses a security risk to the Provider IP, to Provider, or to any other Customer or vendor of Provider; (C) Customer or any other Authorized User is using the Provider IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding (E) Customer transfers its obligations pursuant to Section 29.

**13. Maintenance and Support.** The terms of this Agreement entitle Customer to the basic mozzo platform maintenance. Maintenance and support services will include provision of such updates, upgrades, bug fixes, patches, and other error corrections (collectively, "Updates") as Provider makes generally available free of charge to all Customers then entitled to maintenance and support services. Provider may develop and provide Updates in its sole discretion, and Customer agrees that Provider has no obligation to develop any updates at all or for particular issues. Customer further agrees that all updates will be deemed a part of mozzo, and subject to all terms and conditions of this Agreement. Maintenance and support services do not include any new version or new release of mozzo that Provider may issue as a separate or new product or feature, and Provider may determine whether any issuance qualifies as a new version, new release, or update in its sole discretion. Provider has no obligation to provide maintenance and support services, including updates for any version or release of mozzo.

**14. Service Levels.** Subject to the terms and conditions of this Agreement, the Provider shall use commercially reasonable efforts to make the Services Offerings available and respond to a Service issue within one (1) business day. Customer's sole remedy for an interruption of services is defined in the Archbright Membership Agreement and/or Statement of Work.



**15. Collection and Use of Information.** All information collected on mozzo is subject to our privacy policy at <https://archbright.com/privacy-policy>. By using mozzo, Customer consents to all actions taken by Provider with respect to Customer's information in compliance with Provider's privacy policy. Customer acknowledges that Provider may, directly or indirectly through the services of Third Parties, collect and store information regarding use of mozzo and about equipment on which mozzo is installed or through which it otherwise is accessed and used, through the provision of maintenance and support services and security measures included in mozzo as described in this Agreement. Customer agrees that the Provider may use such information for any purpose related to any use of mozzo by Customer or on Customer's equipment, including but not limited to: improving the performance of mozzo or developing updates; and verifying Customer's compliance with the terms of this Agreement and enforcing the Provider's rights, including all Intellectual Property Rights in and to mozzo. We may preserve and store User Contributions and/or disclose Customer content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (i) comply with legal processes; (ii) comply with this Agreement; (iii) respond to claims that any User Contribution violates the rights of any Person; or (iv) protect the rights, property, or personal safety of Provider's Customers and/or the public. If the Website contains links to other sites and resources provided by third parties, these links are provided for Customer's convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. Provider has no control over the contents of those sites or resources and accepts no responsibility for them or for any loss or damage that may arise from Customer's use of them. If Customer decides to access any of the third-party websites linked to mozzo, Customer does so entirely at its own risk and subject to the terms and conditions of use for such websites.

**16. Anonymous Data.** Customer agrees that, notwithstanding any other provision herein, Provider may use anonymized data for internal and external purposes (including benchmarking and research). For the purposes of this Agreement, "anonymized data" means data in which all personally identifiable information, including direct and indirect identifiers, have been permanently removed or obscured so the remaining information does not identify an individual and there is no reasonable basis to believe that the information can be used to identify an individual. Without limiting the foregoing, Provider will own all right, title and interest in all Intellectual Property of any aggregated and de-identified reports, summaries, compilations, analysis, statistics or other information derived therefrom.

**17. Geographic Restrictions.** The owner of mozzo™ is based in the State of Washington in the United States. mozzo is provided for use only by persons located in the United States. Licensor makes no claims that mozzo or any of its content is accessible or appropriate outside of the United States. Access to mozzo may not be legal by certain persons or in certain countries.

**18. Intellectual Property Rights and Trademarks.** Customer acknowledges and agrees that mozzo is provided under terms of this Agreement and membership terms and conditions and not sold, to Customer. Customer does not acquire any ownership interest in mozzo under this Agreement, or any other rights thereto, other than to use the same in accordance with the terms of this agreement. Provider reserves and shall retain its entire right, title, and interest in and to mozzo and all Intellectual Property Rights arising out of or relating to mozzo, except as expressly granted to the Customer in this Agreement. Customer shall use commercially reasonable efforts to safeguard mozzo (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access. Customer shall promptly notify Provider if Customer becomes aware of any infringement of the Provider's Intellectual Property Rights in mozzo and fully cooperate with Provider, in any legal action taken by Provider to enforce its Intellectual Property Rights. Provider's name, the terms "Archbright", "mozzo", and the logo and all related names, logos, product and service names, designs and slogans are trademarks of the Provider or its affiliates. Customer must not use such marks without the prior written permission of the Provider. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners. Authorized User(s) may use, print or download content off mozzo for business use and not for further reproduction, re-selling, publication or distribution outside of Customer's business. Customer may not delete or alter any copyright, trademark or other proprietary rights notices from content on mozzo. If Customer believes that any User Contributions violate its copyright, please contact info@archbright.com for instructions.

on sending us a notice of copyright infringement. It is the policy of the Provider to terminate the user accounts of repeat infringers.

19. **Payment.** All Fees are payable in advance in the manner set forth in Archbright Membership Agreement, Sales Agreement, or Statement of Work and any amendments thereto, and are non-refundable.
20. **Term and Termination.** This Agreement shall remain in effect for the term set forth on the Membership Agreement or until earlier terminated as set forth herein (the "Term"). Provider may terminate this Agreement, effective upon written notice to Customer if Customer materially breaches this Agreement or is not a member in good standing with Archbright and/or if Customer fails to pay invoices when due. Provider may terminate this Agreement, effective immediately, if Customer files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, makes or seeks to make a general assignment for the benefit of its creditors or applies for, or consents to, the appointment of a trustee, receiver, or custodian for a substantial part of its property. Upon expiration or earlier termination of this Agreement, the Customer shall cease using mozzo. No expiration or termination shall affect Customer's obligation to pay all Archbright Membership Fees and/or amounts due
21. **Disclaimer/Warranty Disclaimer.** mozzo™ is provided to Customer "as is" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, Provider, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory, or otherwise, with respect to mozzo and documentation, including all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage, or trade practice. Provider provides no warranty or undertaking, and makes no representation of any kind that mozzo will meet the Customer's requirements, achieve any intended results, be compatible, or work with any other software, applications, systems, or services, operate without interruption, meet any performance or reliability standards or be error free, or that any errors or defects can or will be corrected. **The information provided on mozzo does not, and is not intended to, constitute legal advice; all information, content, and materials available on mozzo are for general informational purposes only. Information on mozzo may not constitute the most up-to-date legal or other information. Chat responders are not attorneys and may generally discuss employment laws and regulations, but this information is not legal advice.** mozzo may contain links to other third-party websites. Such links are only for the convenience of the reader, user or browser; Licensor does not recommend or endorse the contents of the third-party sites. **No reader, user, or browser of mozzo should act or refrain from acting on the basis of information on this site without first seeking legal advice from counsel in the relevant jurisdiction. Only your individual attorney can provide assurances that the information contained herein – and your interpretation of it – is applicable or appropriate to your particular situation. Use of, and access to, mozzo or any of the links or resources contained within the site do not create an attorney-client relationship between the reader, user, or browser and website authors, contributors, chat content.** Provider safeguards the confidential information of its Customers. However, that protection from disclosure of confidential information can be lost if Customers have communications with non-attorney staff or third parties on mozzo. Information stored and accessed on mozzo Claims Tracker contains employee information that is confidential and protected from disclosure by law; only individuals authorized to conduct claims management for your organization should have access to this information. Details pertaining to OSHA logs are provided solely as reporting guidance. Employers still have a responsibility to review all workplace incidents for accuracy and annual OSHA reporting requirements.
22. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: IN NO EVENT WILL PROVIDER OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE SERVICE PROVIDERS, BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE mozzo; LOST REVENUES OR PROFITS; DELAYS, INTERRUPTION, OR LOSS OF SERVICES, BUSINESS, OR GOODWILL; LOSS OR CORRUPTION OF DATA; LOSS RESULTING FROM SYSTEM OR

SYSTEM SERVICE FAILURE, MALFUNCTION, OR SHUTDOWN; FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION; FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION; SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION; OR BREACHES IN SYSTEM SECURITY; OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PROVIDER'S AND ITS AFFILIATES', INCLUDING ANY OF ITS OR THEIR RESPECTIVE LICENSORS' AND SERVICE PROVIDERS', COLLECTIVE AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO THE PROVIDER PURSUANT TO THIS AGREEMENT. THE LIMITATIONS SET FORTH IN SECTION 22 SHALL APPLY EVEN IF THE CUSTOMER'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

23. **Indemnification. Customer** agrees to defend, indemnify and hold harmless Provider its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to its violation of this Agreement or its use of mozzo, including, but not limited to, User Contributions, AI Customer Input or Output or any use of mozzo's content, services and products other than as expressly authorized in this Agreement, or Customers use of any information obtained from mozzo. Customer agrees to defend, indemnify, and hold harmless Provider from any Third Party Claims that the AI Customer Input, or other Customer Data other than AI Customer Output, or Processing, or any other use thereof in accordance with this Agreement, infringes or misappropriates such third party's United States intellectual property rights.
24. **Indemnification Provider** shall indemnify, defend, and hold Customer harmless from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, incurred by Customer resulting from any third-party claim, suit, action, or proceeding that the Services or AI Customer Output including any Training Data used by Provider to train AI Technology incorporated or included in the Services, or Customer's or any Authorized User's use thereof in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights/US patents, copyrights, or trade secrets, provided that Customer promptly notifies Provider in writing of the Third-Party Claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such Third-Party Claim. (i) If such a Third-Party Claim is made or either party reasonably anticipates such a Third-Party Claim will be made, Customer agrees to permit Provider, at Provider's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Provider to continue use. If Provider determines that neither alternative is reasonably available, Provider may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer. This Section 24 will not apply to the extent that any such Third-Party Claim arises from (A) Provider's or any other Authorized User's use of the Services or AI Customer Output in combination with any products, services, or software not provided by Provider; (B) Customer customizations or modifications to the Services or AI Customer Output other than by or on behalf of Provider ; (C) AI Customer Input or other Customer Data other than AI Customer Output; (D) Third-Party Products accessible through but not incorporated into the Services; (E) Customer's disablement or circumvention of any applicable source citation, filtering, or safety tools or functions of the Services; or (F) Customer violation of this Agreement or applicable laws; or (G) AI Customer Output; or (H) trademark violations resulting from Customer's use of the AI Customer Output in trade or commerce.

25. **Jurisdiction.** All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Washington without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Washington in each case located in the City

of Seattle and County of King. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

26. **Force majeure.** Provider will not be responsible or liable to Customer, or deemed in default or breach hereunder by reason of any failure or delay in the performance of its obligations hereunder where such failure or delay is due to strikes, labor disputes, civil disturbances, riot, rebellion, invasion, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning, or Customer equipment, loss and destruction of property, or any other circumstances or causes beyond Provider's reasonable control.
27. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given when sent via electronic mail, return receipt requested.
28. **Entire Agreement.** This Agreement, together with the Archbright Membership and/or Statement of Work and Standard Terms and Conditions, constitutes the sole and entire agreement between Customer and Provider with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, for such subject matter.
29. **Assignment.** Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Provider's prior written consent, which consent Provider may give or withhold in its sole discretion. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Customer (regardless of whether Customer is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which Provider's prior written consent is required. No delegation or other transfer will relieve Customer of any obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 29 is void. Provider may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without the Customer's consent.
30. **Successor and Assigns.** This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
31. **Amendment of Agreement & Waiver.** This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
32. **Dispute Resolution.** At Provider's sole discretion, it may require Customer to submit any disputes arising from this Agreement or use of mozzo, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Washington law. A CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF

USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

33. **Comments and Concerns.** This website is operated by Association Services of Washington, Inc. 5601 6th Ave South Suite 400, Seattle, Washington 98108. All feedback, comments, requests for technical support and other communications relating to the Website should be directed to:  
[info@archbright.com](mailto:info@archbright.com).