

NORTHERN UTILITY SERVICES, LLC. TERMS OF SERVICE FOR CCRWriter ONLINE CCR PREPARATION SERVICES CCR YEAR 2015

Thank you for selecting the On Line Services offered by Northern Utility Services, LLC. (referred to as "NUS", "we", "our", or "us"). Please review these Terms of Service ("Agreement") thoroughly. This Agreement is a legal agreement between you and NUS. By accepting electronically (for example, selecting "I Agree"), installing, accessing or using the Services in any way, you agree to these terms. If you do not agree to this Agreement, please do not use the Services. Terms of this agreement are as follows:

A. GENERAL TERMS

1. AGREEMENT

This Agreement details the terms and conditions governing your use of NUS's online services on CCRWriter.com, including content, help, updates and new releases, (collectively, the "Services"). It includes by reference:

- Additional Terms and Conditions, which may include those from third parties.
- Any terms provided separately to you for the Services, including product or program terms, ordering, activation, payment terms, etc.

2. YOUR RIGHTS TO USE THE SERVICES

- You agree not to use, nor permit any third party to use, the Services or content in a manner that violates any applicable law, regulation or this Agreement. You agree you will not:
 - Grant access to or give any part of the Services to any third party.
 - Reproduce, modify, copy, deconstruct, sell, trade or resell the Services.
 - Make the Services available on any file-sharing or application hosting service.

- The Services are protected by copyright, trade secret, and other intellectual property laws. You are solely granted the rights to use the Services and only for the purposes described by NUS. NUS reserves all other rights in the Services. Your rights to use the Services shall remain in effect until termination of this Agreement and as long as you comply with this agreement and meet any applicable payment obligations. Until termination of this agreement, NUS grants to you a limited, nonexclusive, nontransferable right and license to use the Services.

2. PAYMENT

The following Services payment terms apply unless NUS notifies you otherwise in writing. This Agreement also incorporates by reference and includes program ordering and payment terms provided to you on the website for the Services:

1. Payments will be billed to you in U.S. dollars, and your account will be debited when you subscribe and provide your payment information, unless stated otherwise in the program. You must pay by whatever payment option NUS provides to you in writing.

1. USE WITH YOUR MOBILE DEVICE

These Services may be available through a compatible mobile device, Internet access and may require software. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications provider.

NUS Makes No Warranties Or Representations Of Any Kind, Express, Statutory Or Implied As To:

- The Availability Of Telecommunication Services From Your Provider And Access To The Services At Any Time Or From Any Location;
- Any Damage, Loss, Or Other Security Violation Of The Telecommunication Services;

2. YOUR PERSONAL INFORMATION.

NUS's Privacy Statement is provided for review on the Services web site. You agree to the NUS Privacy Statement, and any changes published by NUS. As a part of these services, you agree that NUS may use and maintain your data according to the NUS Privacy Statement. You furthermore give NUS permission to combine identifiable and non-identifiable information you enter or upload for the Services with that of other users of the Services and/or other NUS services. For example, this means that NUS may use your and other users' non-identifiable,

aggregated data to improve the Services or to design promotions and provide ways for you to compare business practices with other users.

3. CONTENT

- **You control your Content.**

All materials ("Content") uploaded, posted or stored through your use of the Services are your responsibility. By using the Services, you grant NUS a worldwide, royalty-free, non-exclusive license to host and use any Content provided through your use of the Services. Please archive your Content frequently as you are responsible for any lost or unrecoverable Content. NUS is not responsible for the Content or data you submit through the Services. You must provide all required and appropriate warnings, information and disclosures.

By using the Services, you agree not to use, nor permit any third party to use, the Services to upload, post, distribute, link to, publish, reproduce, engage in or transmit any of the following, including but not limited to:

- Illegal, fraudulent, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or objectionable information or communications of any kind, including without limitation conduct that would encourage "flaming" others, or criminal or civil liability under any local, state, federal or foreign law;
- Content that would impersonate someone else or falsely represent your identity or qualifications, or that constitutes a breach of any individual's privacy;
- Except as permitted by NUS in writing, investment opportunities, solicitations, chain letters, pyramid schemes, other unsolicited commercial communication or engage in spamming or flooding;
- Virus, trojan horse, worm or other disruptive or harmful software or data;

Any Content, or information, which is not legally yours and without permission from the copyright owner or intellectual property rights owner.

- **Use of User Feedback.**

You agree that all feedback, suggestions, or ideas may be used by NUS in any way, including in future modifications or enhancements of the Services, other products or services, advertising or marketing materials.

You grant NUS a worldwide, fully transferable, sublicensable, perpetual, non-revocable, royalty free, fully paid-up license to use the feedback you provide to NUS as NUS may see fit

- **Community forums.**

Social features or community forums may be included in the Services to exchange Content and information with other users of the Services and the public. NUS does not support and is not responsible for the content in these forums. Please use respect when you interact with other users. Information that you do not want to make public should not be revealed. NUS is not responsible for any hypertext links to content of third parties.

- **Content Monitoring.**

NUS has no obligation to monitor content on the Services. However, NUS may chose to do so and we may disclose any information necessary to, protect NUS and its customers, satisfy our legal obligations, or operate the Services properly. NUS, in its sole discretion, may refuse to post, remove, or refuse to remove, any Content, in whole or in part, alleged to be inappropriate, insensitive, unacceptable, undesirable, or in violation of this Agreement.

b. ADDITIONAL TERMS

- **Other NUS services.**

You may be offered other services, products, or promotions by NUS ("NUS Services"). Additional terms and conditions and fees may apply. With some NUS Services you may upload or enter data from your account(s) such as names, addresses and phone numbers, purchases, etc., to the Internet. You grant NUS permission to use information you provide to help us to provide additional NUS Services to you and to enhance your experience with the Services. You grant NUS permission to combine your business data, if any, with that of others in a way that does not identify you or any individual personally. You also grant NUS permission to share or publish summary results relating to research data and to distribute or license such data to third parties.

- **Professional Advice.**

We urge you to consult a competent professional when you need professional assistance. Unless specifically included with the Services,

NUS does not provide professional services or advice through the Services.

- **Communications.**

NUS may be required by law to send you communications about the Services or Third Party Products. You agree that NUS may send these communications to you via email or by posting them on our websites.

- **You will manage your passwords and accept updates.**

You are responsible for the security of your password(s) for the Services and to contact NUS if you become aware of or suspect any unauthorized access to your account. NUS anticipates periodically updating the Services with tools, utilities, improvements, third party applications, or general update.. You agree to receive these updates.

c. DISCLAIMER OF WARRANTIES

- Your use of the services is entirely at your own risk.
- NUS and its affiliates and suppliers do not warrant that the services are secure, free from bugs, viruses, interruption, errors, theft or destruction except as described in this agreement, the services are provided "as is." to the maximum extent permitted by applicable law, NUS, licensors, distributors, its affiliates, and its third party providers, or suppliers (collectively,"suppliers") disclaim all warranties, express or implied, including any warranty that the services are fit for any particular purpose, merchantability, title, data loss, non-interference with or non-infringement of any intellectual property rights, or the accuracy, reliability, quality or content in or linked to the services.
- If the exclusions for implied warranties do not apply to you, any implied warranties are limited to 60 days from the date of purchase or delivery of the services, whichever is sooner.
- NUS, its affiliates and suppliers disclaim any representations or warranties that your use of the services will satisfy or ensure compliance with any legal obligations or laws or regulations.

d. LIMITATION OF LIABILITY AND INDEMNITY.

1. To the maximum extent permitted by applicable law, the entire liability of NUS, its affiliates and suppliers for all claims relating to this agreement shall be limited to the amount you paid for the services during the twelve (12) months prior to such claim.

2. Subject to applicable law, NUS, its affiliates and suppliers are not liable for any of the following: (a) indirect, special, incidental, punitive or consequential damages; (b) damages relating to failures of telecommunications, the internet, electronic communications, corruption, security, loss or theft of data, viruses, spyware, loss of business, revenue, profits or investment, or use of software or hardware that does not meet NUS systems requirements.
3. The above limitations apply even if NUS and its affiliates and suppliers have been advised of the possibility of such damages. This agreement sets forth the entire liability of NUS, its affiliates and your exclusive remedy with respect to the services and its use.
4. You agree to indemnify and hold NUS and its Affiliates and Suppliers harmless from any and all claims, liability and expenses, including reasonable attorneys' fees and costs, arising out of your use of the Services or breach of this Agreement (collectively referred to as "Claims"). NUS reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any Claims. You agree to reasonably cooperate as requested by NUS in the defense of any Claims.

e. CHANGES.

We reserve the right to change this Agreement at any time, and the changes will be effective when a notice is posted through the Services, on our website for the Services or when we notify you by other means. We may also change or discontinue the Services, in whole or in part. Your continued use of the Services indicates your agreement to all Service changes.

f. TERMINATION.

To protect the integrity of our Services or systems and comply with applicable NUS policy, NUS may, in its sole discretion and without notice, restrict, deny, or terminate this Agreement or suspend the Services effective immediately, in whole or in part, for suspicion of fraud, security, illegal activity or unauthorized access issues, or if you no longer agree to receive electronic communications, or if you fail to comply with this Agreement. Any termination of this Agreement shall not affect NUS rights to any payments due to it. Upon termination you must immediately cease using the Services and any outstanding payments will become due. NUS may terminate a free account at any time. Sections 2.2 will survive and remain in effect even if the Agreement is terminated.

g. EXPORT RESTRICTIONS.

You acknowledge that the Services, including the mobile application, delivered by NUS may be subject to restrictions under applicable US export control laws, including US trade embargoes and sanctions and security requirements, and applicable country or local laws to the extent compatible with US laws. You agree that you will comply with these laws and regulations and will not export, re-export, import or otherwise make available products and/or technical data in violation of these laws, directly or indirectly.

h. GOVERNING LAW.

Alaska state law governs this Agreement without regard to its conflicts of laws provisions.

i. DISPUTES.

1. Any dispute or claim relating in any way to the services or this agreement will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act governs the interpretation and enforcement of this provision; the arbitrator shall apply Alaska law to all other matters. Notwithstanding anything to the contrary, any party to the arbitration may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction.
2. We each agree that any and all disputes must be brought in the parties' individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.
3. By entering into this agreement and agreeing to arbitration, you agree that you and NUS are each waiving the right to file a lawsuit and the right to a trial by jury. In addition, you agree to waive the right to participate in a class action or litigate on a class-wide basis. You agree that you have expressly and knowingly waived these rights.
4. To begin an arbitration proceeding, send a letter requesting arbitration and describing your claim to Northern Utility Services, LLC Box 233368 Anchorage, Alaska 99523. Arbitration will be conducted by the American Arbitration Association (AAA) before a single AAA arbitrator under the AAA's rules, which are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees and costs will be governed by the AAA's rules. The decision of the arbitrator shall be final and not appealable, and judgment on the arbitration award may be entered in any court having jurisdiction thereof. This Section 14 shall survive expiration, termination or rescission of this Agreement.

j. GENERAL.

This Agreement, including the Additional Terms below, is the entire agreement between you and NUS and replaces all prior understandings, communications and agreements, oral or written, regarding its subject matter. If any court of law, having the jurisdiction, rules that any part of this Agreement is invalid, that section will be removed without affecting the remainder of the Agreement. The remaining terms will be valid and enforceable. You cannot assign or transfer ownership of this Agreement to anyone without written approval of NUS. However, NUS may assign or transfer it without your consent to an affiliate, another company through a sale of assets by NUS or a successor by merger. Any assignment in violation of this Section shall be void.

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2. ADDITIONAL TERMS AND CONDITIONS FOR THE CCRWriter ONLINE CCR PREPARATION SERVICES

Your use of the Services provided by NUS are subject to the General Terms of Service above including these Additional Terms and Conditions which govern your use of the Services indicated below. These Additional Terms and Conditions shall prevail over any conflict or inconsistency with the General Terms of Service above.

a. LICENSE GRANT AND RESTRICTIONS

Number of CCR's. You may use the Services solely to prepare valid CCR's for which you have paid the applicable fees.

b. SERVICES

- State Services. The term "Services" includes any State specific version of CCRwriter software made available through this website, which may be subject to additional fees as described on the website.
- Internet Hosting: CCR writer provides and maintains a URL as a service option. This option is only available if the internet hosting option is selected. Additional fees for internet hosting shall apply. Section 8 "Disclaimer and Warranties" of this agreement shall apply to all internet hosting services.
- Pricing. Prices are ultimately determined at time of print or publication and are subject to change without notice. You should confirm that the pricing for your use of the Services has not changed, particularly if some

time has passed between the date you start your CCR and the date you finish and are ready to publish and pay for it. The price for your use of the Service is established at the time you pay for it. Your price will not change once you pay for your Service.

- Import Services. The Services includes a feature that allows you to import, where applicable, certain information. This functionality is limited to those forms or items that the Services can read. If the form or other item you photograph and submit through the Services is not supported, you may need to manually enter your data.

You may be offered the ability to import data from other sources. You may provide us with your authorization and information to allow us to obtain your data from third parties on your behalf to use the Services or any third party service that you select. You represent that you have the necessary rights to grant us access to your accounts with third parties. Third parties are not affiliated with or endorsed or sponsored by us.

- CCR Advice. NUS expressly does not provide CCR Advice. If advice regarding the content, format or delivery of the CCR is required, please contact your primacy agency or consult resources published by the EPA.

c. HELP AND SUPPORT

NUS may use a variety of methods (e.g., in-product, Internet, e-mail, chat, video, fax and phone) to provide technical support and customer service in connection with the Services. The terms and conditions governing the offering of this support, which may require the payment of an additional fee, are subject to change as announced by NUS from time to time.

d. GUARANTEES

Satisfaction Guaranteed: You may use the Services without charge up to the point you decide to publish your report. Printing or electronically publishing your report reflects your satisfaction with the software, at which time you will be required to pay or register for the Services.

i. USER ID AND PASSWORD SECURITY

You are the only person authorized to use your user ID and password and for maintaining the confidentiality of your user ID and password. You shall not permit or allow other persons to have access to or use your user ID and password. You are responsible for the use of the Services under your user ID. If you have not electronically published or printed your report, you must create a user ID and password in order for you to access your CCR at a later date. You must remember your user ID and password to access your previous year's information.

ii. PRIVACY OF PERSONAL AND CCR INFORMATION

At NUS we place the highest importance on respecting and protecting the privacy of our customers. Our most important asset is our relationship with you. We want you to feel comfortable and confident when using our products and services and with entrusting your personal and CCR information to us. Our full CCRWriter Privacy Statement can be found on the CCRWriter website. To contact us with a question, write to us at: Privacy Team, Northern Utility Services, LLC, Box 233368 Anchorage, AK 99523.

You are responsible for protecting the information on your computer such as by installing anti-virus software, updating your software, password protecting your files, and not permitting third party physical or electronic access to your computer or files.

You may provide us with your telephone number as part of your customer record or registration or via other method. You understand and agree that the Services may require multiple sources of information about you to confirm your identity and help ensure the security of your personal use of the Services, often referred to as “multi-factor authentication” (“MFA”). Part of the MFA identity authentication and verification process may involve NUS sending text message(s) containing security code(s) to your telephone number. You agree to receive these text message(s) from NUS containing security code(s) as part of the MFA process. In addition, you agree that NUS may send automated text messages and pre-recorded voice messages to the telephone number you provide for certain limited purposes, including: verifying your identity, providing you with important critical notices regarding your use of the Services, or fulfilling a request made by you through the Services.

iii. USE WITH YOUR MOBILE DEVICE.

Mobile access to the Services requires an authorized app and may not be available for all mobile devices or telecommunication providers. You will need to check the Services website to ensure your mobile device and telecommunications provider is compatible. NUS is not obligated to provide a compatible version of the Services for all mobile devices or telecommunication providers, which are subject to change by NUS at any time with reasonable notice to you.

A. LIMITATION OF LIABILITY AND DAMAGES.

1. You understand that NUS will not audit or otherwise verify any information you provide, and is not responsible for violations that may arise from incorrect data or information.

2. The entire cumulative liability of NUS and its suppliers for any reason arising from or relating to this agreement shall be limited as set forth in section 9 of the general terms.
3. NUS shall not be liable for inability to file your report, delay in preparing your CCR, incorrect or incomplete information provided to NUS, any access to, or use of, your password and user id by an unauthorized person.
4. NUS shall not be liable for any default or delay in the performance of its obligations under this agreement to the extent its performance is delayed or prevented due to causes beyond its reasonable control, such as acts of god, natural disasters, terrorist acts, war or other hostilities, labor disputes, civil disturbances, the actions or omissions of third parties, electrical or communication system failures, or governmental action.

B. MISCELLANEOUS MATTERS.

You agree that NUS is not acting as your agent connection with your use of the Software or any Services.

You can contact NUS Inc. by mail at Northern Utility Services, LLC. Box 233368 Anchorage, Alaska 99523 or by calling 907-222-4084 if you have a question or concern about any product or service we sell over the Internet.

February, 2016