

DREAMWATTS TERMS OF USE

1. Acceptance of Terms.

a. By (i) using this web site or any other web sites (each, a “Site”) or other online service of Makad Energy, LLC, its affiliates and agents (“**Makad Energy**”) with links to these Terms of Use (the “**General Terms**”) (collectively, the “**Services**”) in any way, including using, transmitting, downloading or uploading any Materials made available or enabled via the Services by Makad Energy or, you, or other users of the Service (“**Users**”), or (ii) merely browsing the Services, you agree that you have read, understand and agree to these General Terms and the Makad Energy Privacy Policy at <http://dreamwatts.com/privacy.pdf>, which is incorporated herein by reference. “**Materials**” means any content made available or enabled by Makad Energy, you or other users of the Services and includes, without limitation, any (x) information, data, documents, images, photographs, graphics, audio, videos, or webcasts, (y) products, and (z) Makad Energy software code and associated documentation (“**Software**”). “**Makad Energy Materials**” means those Materials that are made available through the Services by Makad Energy or its licensors and specifically do not include Materials made by you or other users of the Services.

b. You may not use the Services if you are prohibited by Law (as defined below in Section 2(d)) from receiving or using the Services. Also, unless expressly stated in the Additional Terms for any given Service, you may not use the Services unless you are fully able and competent to enter into the conditions, obligations, representations and other terms of these General Terms and are either of legal age to form a binding contract with Makad Energy, possess legal parental or guardian consent or are an emancipated minor. **In particular, unless expressly stated in the Additional Terms for any given Service, you affirm that you are over the age of 13 and acknowledge that these Services were not intended for children under 13.**

c. Makad Energy makes certain Services and Materials available only if you have paid a fee or have provided Makad Energy certain Registration Information (as such term is defined in the Makad Energy Privacy Policy) and/or created an Makad Energy ID and password or other log-in ID and password (collectively, “**Account Information**”). Some Services may also be subject to a subscription or other agreement, posted guidelines, rules, or terms of service (“**Additional Terms**”). If there is any conflict between the General Terms and the Additional Terms, the Additional Terms take precedence in relation to that Service. The General Terms and any applicable Additional Terms and all other documents incorporated by reference in these General Terms are referred to herein as the “**Terms**”.

d. Makad Energy may change the Terms from time to time at its sole discretion, including by modifying charges for access to or use of a Service. If such changes are made, Makad Energy will make a new copy of the General Terms available at <http://dreamwatts.com/terms.pdf>, with any new Additional Terms made available to you from within or through the affected Service. Makad Energy may require you to provide consent to the updated Terms in a specified manner before further use of the Services is permitted. Otherwise, your continued use of any affected Service constitutes your acceptance of the changes. **Your use of the Services is subject to the most current version of the Terms posted on or through the affected Service at the time of such use. Please regularly check <http://dreamwatts.com/terms.pdf> to view the then-current General Terms and any Additional Terms.**

e. Services and Materials provided by third parties are governed by separate agreements accompanying such Services and Materials.

2. Use of Services and Materials.

a. You agree to adhere to all limitations on dissemination, use and reproduction of any Materials that you download or access from the Services.

b. You agree that your Account Information will always be complete, accurate and up-to-date. It is your responsibility to keep your Account Information confidential at all times and you are solely responsible for all activity that occurs to your Account Information when you are logged in to your account. If you become aware of any unauthorized use of your account or Account Information, or any other breach of security, you agree to notify Makad Energy immediately. You may not use another person's Account Information. Makad Energy may require that you change your Account Information or certain parts of your Account Information at any time for any reason.

c. You agree to use the Services and the Materials only for purposes that are permitted by the Terms and any applicable law, regulation, or generally accepted practices or guidelines in any applicable jurisdiction (including any laws regarding the export of data or software to and from the United States or other applicable countries) ("**Law**").

d. You agree not to access or attempt to access the Services by any means other than the interface provided by Makad Energy or circumvent any access or use restrictions put into place to prevent certain uses of the Services.

3. Ownership.

a. The Services and Makad Energy Materials, and their selection and arrangement, are protected by copyright, trademark, trade dress, patent, trade secret, unfair competition, and other intellectual and proprietary rights (the "**Intellectual Property Rights**"). Except as expressly provided in the Terms, Makad Energy and its suppliers do not grant any express or implied rights to use the Services and Materials.

b. The trademarks, logos and service marks displayed on the Services (the "**Marks**") are the property of Makad Energy or third parties. You are not permitted to use the Marks without the prior consent of Makad Energy or the third party that may own the Marks. Makad Energy and the Makad Energy logo are trademarks of Makad Energy, LLC.

4. Use of Software.

Any Software that is made available via the Services is the property of Makad Energy and its suppliers. If the Software made available via the Services is accompanied by license terms, then use of such Software is governed by the terms of such license agreement that accompanies or is included with the Software, or by the license agreement expressly stated on the hyperlinks referenced in the Software. Basic license terms are available for review <http://dreamwatts.com/eula.pdf>. Other license terms may only be posted with the Software downloads or at the web page where the Software can be accessed. You shall not use, download or install any Software that is accompanied by or includes a license agreement unless you agree to the terms of such license agreement. Unless the accompanying license agreement expressly allows otherwise, any copying or redistribution of the Software is prohibited, including any copying or redistribution of the Software to any other server or location, redistribution or use on a service bureau basis. If there is any conflict between these Terms and the license agreement provided with such Software, the license agreement shall take precedence in relation to that Software; except only that if the Software is a pre-release version, then, notwithstanding anything to the contrary included within an accompanying license agreement,

you are not permitted to use or otherwise rely on the Software for any commercial or production purposes.

5. Use of Makad Energy Materials.

a. Except as expressly indicated to the contrary in any applicable Additional Terms, Makad Energy hereby grants you a nonexclusive, freely revocable (upon notice from Makad Energy), nontransferable, license to view, download and print Makad Energy Materials, subject to the following conditions: **i.** You may access and use the Makad Energy Materials solely for personal, informational, non-commercial and internal purposes, in accordance with the Terms; **ii.** You may not modify or alter the Makad Energy Materials; **iii.** You may not distribute or sell, rent, lease, license or otherwise make the Makad Energy Materials available to others; and **iv.** You may not remove any text, copyright or other proprietary notices contained in the Makad Energy Materials.

b. Software is subject to the additional provisions governing Software set forth herein.

c. The rights granted to you in Makad Energy Materials as specified above are not applicable to the design, layout or look and feel of the of any Services. Such elements of the Services are protected by Intellectual Property Rights and may not be copied or imitated in whole or in part. No Makad Energy Materials may be copied or retransmitted unless expressly permitted by Makad Energy.

6. Investigations.

Makad Energy, in its sole discretion, may (but has no obligation to) monitor or review the Services and Materials at any time.

7. Feedback.

You have no obligation to provide Makad Energy with ideas, suggestions, documentations and/or proposals (“**Feedback**”). However, if you submit Feedback to Makad Energy, while you retain ownership in such Feedback, you hereby grant Makad Energy a nonexclusive, royalty-free, fully paid-up, perpetual, irrevocable, transferable, unlimited license under all of your Intellectual Property Rights to use and otherwise exploit your Feedback for any purpose. Further, by submitting Feedback, you represent and warrant that (i) your Feedback does not contain the confidential or proprietary information of you or of third parties; (ii) Makad Energy is not under any obligation of confidentiality, express or implied, with respect to the Feedback; (iii) Makad Energy may have something similar to the Feedback already under consideration or in development; and (iv) you are not entitled to any compensation or reimbursement of any kind from Makad Energy for the Feedback under any circumstances.

8. Right to Derive Revenue/Advertisements.

You agree that Makad Energy may derive revenue and/or other remuneration from use of the Services without payment to you. For example, Makad Energy may display Makad Energy and/or third party paid advertisements and/or other information adjacent to or included with the Services, and you agree that you are not entitled to any compensation for any such advertisements. The manner, mode and extent of advertising or other revenue generating models pursued by Makad Energy on or in conjunction with the Services are subject to change without specific notice to you.

9. Links to Third Party Sites.

The Services and Materials may include links that will take you to other sites outside of the Services (“**Linked Sites**”). The Linked Sites are provided by Makad Energy to you as a

convenience and the inclusion of the links does not imply any endorsement by Makad Energy of any Linked Site. Makad Energy has no control of the Linked Sites and you agree that Makad Energy is not responsible for the availability or contents of any Linked Site (including any advertising, products or other materials on or available from such Linked Site), any link contained in a Linked Site, or any changes or updates to a Linked Site.

10. Modifications to Services and Materials.

Makad Energy may at any time and from time to time modify or discontinue, temporarily or permanently, the Services or Materials, or any portion thereof, with or without notice. You agree that Makad Energy shall not be liable to you or any third party for any modification, suspension or discontinuance of the Services or Materials.

11. Termination.

a. The Terms will continue to apply until terminated by either you or Makad Energy as set forth below.

b. If you want to terminate your agreement with Makad Energy, you may do so by (i) notifying Makad Energy at any time and (ii) closing your accounts for all of the Services or Materials that you use, where Makad Energy has made this option available to you. Your notice should be sent, in writing, to Makad Energy's address set forth below.

c. Makad Energy may at any time terminate the Terms (or portion thereof, such as any individual Additional Terms) with you if: i. You have breached any provision of the Terms (or have acted in a manner that clearly shows you do not intend to, or are unable to, comply with the Terms); ii. Makad Energy is required to do so by Law (for example, where the provision of the Services or Materials to you is, or becomes, unlawful); iii. The provision of the Services to you by Makad Energy is, in Makad Energy's opinion, no longer commercially viable; iv. Makad Energy has elected to discontinue the Services or Materials (or any part thereof); or v. There has been an extended period of inactivity in your account.

d. Makad Energy may also terminate or suspend all or a portion of your account and/or access to the Services for any reason. Except as may be set forth in any Additional Terms applicable to a particular Service, termination of your account may include: (i) removal of access to all offerings within the Services; (ii) deletion of your Account Information, including your personal information, log-in ID and password, and all related information, files and Materials associated with or inside your account (or any part thereof); and (iii) barring of further use of the Services.

e. You agree that all terminations for cause shall be made in Makad Energy's sole discretion and that Makad Energy shall not be liable to you or any third party for any termination of your account (and accompanying deletion of your Account Information), or access to the Services and Materials.

f. Upon expiration or termination of the Terms, you shall promptly discontinue use of the Services and Materials. However, any perpetual licenses you have granted, any of your indemnification obligations hereunder, any of Makad Energy's disclaimers or limitations of damages or liabilities hereunder and Sections 2, 3, 6(b-d), 7 and 18 will survive any termination or expiration of the Terms.

12. DISCLAIMER OF WARRANTIES.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT

PERMITTED BY APPLICABLE LAW:

a. THE SITE, SERVICES AND MATERIALS ARE PROVIDED BY MAKAD ENERGY “AS IS,” WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, MAKAD ENERGY MAKES NO WARRANTY THAT (I) THE SITE, SERVICES OR MATERIALS WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (II) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE, SERVICES OR MATERIALS WILL BE EFFECTIVE, ACCURATE OR RELIABLE; (III) THE QUALITY OF THE SITE, SERVICES OR MATERIALS WILL MEET YOUR EXPECTATIONS; OR THAT (IV) ANY ERRORS OR DEFECTS IN THE SITE, SERVICES OR MATERIALS WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM MAKAD ENERGY OR THROUGH OR FROM USE OF THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

b. MAKAD ENERGY SPECIFICALLY DISCLAIMS ANY LIABILITY WITH REGARD TO ANY ACTIONS RESULTING FROM YOUR USE OF OR PARTICIPATION IN ANY SERVICES AND YOUR USE OF MATERIALS. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH USE OF THE SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. MAKAD ENERGY ASSUMES NO LIABILITY FOR ANY COMPUTER VIRUS OR SIMILAR CODE THAT IS DOWNLOADED TO YOUR COMPUTER FROM ANY OF THE SERVICES.

c. MAKAD ENERGY DOES NOT CONTROL, ENDORSE OR ACCEPT RESPONSIBILITY FOR ANY MATERIALS OR SERVICES OFFERED BY THIRD PARTIES ACCESSIBLE THROUGH LINKED SITES. MAKAD ENERGY MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER ABOUT, AND SHALL NOT BE LIABLE FOR, ANY SUCH THIRD PARTIES, THEIR MATERIALS OR SERVICES. ANY DEALINGS THAT YOU MAY HAVE WITH SUCH THIRD PARTIES ARE AT YOUR OWN RISK.

d. MANAGERS, HOSTS, PARTICIPANTS, MODERATORS AND OTHER THIRD PARTIES ARE NOT AUTHORIZED MAKAD ENERGY SPOKESPERSONS, AND THEIR VIEWS DO NOT NECESSARILY REFLECT THOSE OF MAKAD ENERGY.

e. MAKAD ENERGY WILL NOT BE LIABLE FOR ANY LOSS THAT YOU MAY INCUR AS A RESULT OF SOMEONE ELSE USING YOUR PASSWORD OR ACCOUNT OR ACCOUNT INFORMATION IN CONNECTION WITH THE SITE OR ANY SERVICES OR MATERIALS, EITHER WITH OR WITHOUT YOUR KNOWLEDGE.

f. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

13. International Users.

a. The Services can be accessed from countries around the world and may contain references to Services and Materials that are not available in your country. These references do not imply that Makad Energy intends to announce such Services or Materials in your country.

b. These Services are controlled, operated and administered by Makad Energy, LLC from its offices in the United States of America. Makad Energy makes no representation that the Services or Materials are appropriate or available for use at other locations outside the United States, and access to the Services from jurisdictions where the Services or Materials are illegal is prohibited. Makad Energy reserves the right to block access to the Services or Materials by certain international users. If you access the Services from a location outside the United States, you are responsible for compliance with all local Laws.

14. Limitation of Liability.

a. IN NO EVENT SHALL MAKAD ENERGY, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS OR SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT FORESEEABLE OR IF MAKAD ENERGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR BASED ON ANY THEORY OF LIABILITY, INCLUDING BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORTIOUS ACTION, OR ANY OTHER CLAIM ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR ACCESS TO THE SITE, SERVICES OR MATERIALS. NOTHING IN THE TERMS SHALL LIMIT OR EXCLUDE MAKAD ENERGY'S LIABILITY FOR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF MAKAD ENERGY OR ITS EMPLOYEES, OR FOR DEATH OR PERSONAL INJURY.

b. MAKAD ENERGY'S AGGREGATE LIABILITY AND THAT OF ITS AFFILIATES AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO ONE HUNDRED UNITED STATES DOLLARS (\$100) OR THE AGGREGATE AMOUNT PAID BY YOU FOR ACCESS TO THE SERVICE, WHICHEVER IS LARGER. THIS LIMITATION WILL APPLY EVEN IF MAKAD ENERGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

c. THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION 16 APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW IN YOUR JURISDICTION. SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. ACCORDINGLY, THE LIMITATIONS AND EXCLUSIONS SET FORTH ABOVE MAY NOT APPLY TO YOU.

15. Export Control Laws.

You acknowledge and agree that products, services or technology provided by Makad Energy are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer Makad Energy products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

16. Indemnity and Liability.

You agree to indemnify and hold Makad Energy and its subsidiaries, affiliates, officers, agents, employees, co-branders or other partners, and licensors harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your use of the Services or Materials, your connection to the Services or Materials, the actions of any member of your group, any dealings between you and any third parties advertising or promoting via the Services or Materials, your violation of the Terms, or your violation of any rights of another, including any Intellectual Property Rights.

17. Resolution of Disputes.

a. All matters relating to your access to, or use of, the Services or Materials shall be governed by the Laws of the State of Washington, United States of America without regard to conflict of laws principles thereof. You agree that any claim or dispute you may have against Makad Energy must be resolved by a court located in Clark County, Washington, United States of America except as otherwise agreed by the parties, or as set forth in section (b) below. You agree to submit to the personal jurisdiction of the courts located in Clark County, Washington, United States of America for the purpose of litigating such claims or disputes. The parties specifically disclaim the U.N. Convention on Contracts for the International Sale of Goods.

b. For any claim (excluding claims for injunctive or other equitable relief) for less than \$10,000, the party requesting relief may elect to resolve the dispute in a cost-effective manner through binding non-appearance-based arbitration. In the event a party elects arbitration, it shall initiate such arbitration through Arbitration Services of Portland, Inc. (“**ASP**”). ASP and the parties must comply with the following rules: (i) the arbitration shall be conducted by telephone, online, and/or be based solely on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (ii) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (iii) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

c. All claims you bring against Makad Energy must be resolved in accordance with this section. All claims filed or brought contrary to this section shall be considered improperly filed. Should you file a claim contrary to this section, Makad Energy shall be entitled to recover its attorneys’ fees and costs, provided that Makad Energy has notified you in writing of the improperly filed claim and you have failed to properly withdraw the claim.

d. Notwithstanding the foregoing, in the event of your or others’ unauthorized access to or use of the Services or Materials in violation of the Terms you agree that Makad Energy shall be entitled to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

18. General.

a. Any notice provided to Makad Energy pursuant to the Terms should be sent to 900 Washington Street, Suite 1100, Vancouver, Washington, 98660, Attention: General Counsel.

b. It is the express wish of the parties that the Terms, any Additional Terms and all related documents have been drawn up in English. **c.** Makad Energy may provide you with notices, including those regarding changes to the Terms, by email, regular mail, text message, postings on or within the Services, or other reasonable means now known or hereafter developed.

c. The Terms constitute the entire agreement between Makad Energy and you with respect to your access to or use of the Services and Materials and supersede any prior agreements between you and Makad Energy on such subject matter.

d. You may not assign or otherwise transfer the Terms, or any right granted hereunder, without Makad Energy’s written consent. Makad Energy’s rights under the Terms are freely transferable by Makad Energy.

e. If for any reason a court of competent jurisdiction finds any provision of the Terms, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent

permissible so as to affect the intent of the parties as reflected by that provision, and the remainder of the Terms shall continue in full force and effect.

f. Any failure by Makad Energy to enforce or exercise any provision of the Terms, or any related right, shall not constitute a waiver of that provision or right.

g. Please report any violations of the Terms via the report abuse mechanism offered in conjunction with the specific Service in which the alleged violation occurs.