

## LIMITED WARRANTY

a. Services: NWN warrants that the Services provided hereunder shall be performed in a good and workmanlike manner in accordance with industry standards. If Customer discovers a deficiency in the Services, then Customer shall, within forty-five (45) days after completion of the deficient Services, submit to NWN a written report describing the deficiency in reasonable detail, and NWN shall re-perform the deficient Services. If NWN is unable to re-perform the Services, then, upon Customer's request, NWN shall refund any payments that Customer has made for such Services. Any such Services for which Customer does not submit a deficiency report shall be deemed accepted at the conclusion of such forty-five (45) day period. The foregoing is Customer's sole and exclusive remedy for breach of the foregoing warranty with respect to the Services and NWN's sole liability.

b. Products: NWN makes no warranties with respect to the Products, but will make available to Customer, to the extent permitted by law and relevant contracts with the manufacturer or developer of the relevant Products, the warranties provided by the manufacturer or developer of the relevant Product upon Customer's timely written request.

c. Data Security. NWN represents and warrants that it: (i) maintains a written information security program that includes industry standard administrative, technical and physical safeguards reasonably designed to: (A) ensure the security and confidentiality of Confidential Information; (B) protect against any anticipated threats or hazards to the security or integrity of Confidential Information; (C) protect against loss of or unauthorized access to or use of Confidential Information that could result in substantial harm or inconvenience to Customer or any individual about whom such Confidential Information relates; and (D) dispose of Confidential Information in a secure manner by shredding print media and degaussing electronic media; (ii) has designated an employee to be responsible for and coordinate its information security program; (iii) has identified reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of Confidential Information that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of such information, and assessed the sufficiency of any safeguards in place to control these risks; (iv) has designed and implemented information safeguards to control the risks identified through the risk assessment, and regularly tests or otherwise monitors the effectiveness of safeguards' key controls, systems and procedures; (v) shall comply with all Applicable Privacy and Data Security Laws in its performance of the Services, where "Applicable Laws" shall mean: (A) all privacy, security and data protection laws, ordinances, rules, regulations, and/or governmental requirements of any jurisdiction (including, without limitation, the U.S. and each of the states, and specifically, the Massachusetts' data security regulations (210 CMR 17.00), the Payment Card Industry Data Security Standards (PCI DSS) and the individual card associations' data security and protection programs, as they are updated and modified from time to time, including but not limited to the Visa Cardholder Information Security Program (CISP), MasterCard's Site Data Protection Program, American Express' Data Security Operating Policy and the analogous security programs implemented by other card associations, the PIN Transaction Security Standards, and the Payment Application Data Security Standard (collectively referred to herein as the "Requirements") and other applicable industry standards governing the security of consumer data and all then-current current industry standards with respect to privacy, security, data protection and the transmission of technical or personal or payment card data; (B) NWN's information security policies and procedures; and (C) the applicable privacy policies of Customer as well as Customer's policies and guidelines applicable to any of the foregoing.

NWN shall notify Customer in writing as soon as commercially practicable, however no later than forty-eight (48) hours (except to the extent that a longer time period is required by applicable law or law enforcement authority), after it has either actual or constructive knowledge of unauthorized access to or use of Customer's Confidential Information (an "Incident"). NWN shall have actual or constructive knowledge of an Incident if NWN actually knows there has been an Incident or if NWN has reasonable basis in facts or circumstances, whether acts or omissions, for its belief that an Incident has occurred. NWN shall cooperate with Customer and law enforcement in accordance with applicable law. NWN shall promptly take appropriate action to mitigate any risk or potential problem that may arise from the Incident at NWN's expense. In the event of an Incident, NWN shall, at its sole cost and expense, fully restore the Confidential Information, including, without limitation any and all data, and institute appropriate measures to prevent any recurrence of the problem as soon as is commercially practicable.

In the event of a breach or intrusion of or other unauthorized access to cardholder data stored, processed or transmitted by or for NWN, or if NWN learns or has reason to believe that there has been unauthorized access to or use of, or any security breach relating to or affecting, cardholder data (a "Card Incident"), NWN shall first immediately notify Customer, and then, within twelve (12) hours of the breach, provide to Customer for Customer to provide to the applicable credit card company(ies) and the acquiring financial institution(s) and their respective designees, a list of the compromised account numbers. NWN shall thereafter provide access to its facilities and all pertinent records to conduct a review of NWN's compliance with the requirements described herein. NWN shall fully cooperate with any such reviews or audits of its facilities and records in the event of a security breach.

In the event of the occurrence of either an Incident or a Card Incident, NWN shall also, at its own expense, cooperate with Customer in investigating and responding to either the Incident or the Card Incident, notifying customers or other affected individuals as required by law, and seeking injunctive or other equitable relief against any person or persons who have violated or attempted to violate the security of Confidential Information. In the event that applicable law requires that affected individuals be notified of an Incident or Card Incident, Customer shall have the discretion of determining whether such notice shall come from Customer or NWN. In any event, the content, timing and other details of such notice shall be subject to Customer's approval, in Customer's sole discretion. NWN shall be responsible for reimbursing Customer for the costs of such notifications and fielding feedback and questions from those notified, and any other associated costs that Customer may incur in connection with responding to or managing the Card Incident (for example, without limitation, costs of print shop services, postage, credit monitoring services, outside legal services, call center services and forensics services, fines imposed by credit card associations, merchant banks or financial account institutions, and costs passed on by individual card companies, banks and other financial institutions, such as the costs of issuing replacement cards, fraud liability, chargebacks, compromise fees and other remediation costs).

NWN will provide Customer with written notice within two (2) business days after the occurrence of any of the following: (i) Visa removes NWN from its list of service providers compliant with CISP; (ii) MasterCard removes NWN from its list of providers compliant with SDP; (iii) American Express notifies NWN that it is not compliant with the American Express Data Security Operating Policy; or (iv) any unauthorized disclosure or breach of Customer's customer data occurs.

Customer reserves the right to audit and review NWN's policies, procedures and practices used to maintain the privacy, security and confidentiality of Confidential Information. NWN shall require each of its

contractors and agents (if any) to comply with the requirements of this Section 6 and NWN shall be fully responsible for any acts and omissions of its contractors or agents with respect thereto.

d. DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED, NWN MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR COVENANTS WITH RESPECT TO THE PRODUCTS OR SERVICES, ALL OF WHICH ARE PROVIDED "AS IS", AND DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS AND COVENANTS, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE MAXIMUM EXTENT PERMITTED BY LAW.