

7. Uncontrollable Force and Indemnification

7.1 Uncontrollable Force

An Uncontrollable Force means any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm, flood, earthquake, explosion, any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities or any other cause beyond the reasonable control of the Distribution Provider or Distribution Customer which could not be avoided through the exercise of Good Utility Practice. Neither the Distribution Provider or Distribution Customer will be considered in default of any obligation under this Tariff if prevented from fulfilling that obligation due to the occurrence of an Uncontrollable Force.

7.2 Occurrence of Uncontrollable Force

In the event of the occurrence of an Uncontrollable Force, which prevents the Distribution Provider or Distribution Customer from performing any of its obligations under this Tariff, the affected entity shall (i) if it is the Distribution Provider, immediately notify the Distribution Customer in writing of the occurrence of such Uncontrollable Force and, if it is a Distribution Customer, immediately notify the Distribution Provider in writing of the occurrence of such Uncontrollable Force, (ii) not be entitled to suspend performance of its obligations under this Tariff in any greater scope or for any longer duration than is required by the Uncontrollable Force, (iii) use its best efforts to mitigate the effects of such Uncontrollable Force, remedy its inability to perform and resume full performance of its obligations hereunder, (iv) in the case of the Distribution Provider, keep the Distribution Customer apprised of such efforts, and in the case of the Distribution Customer, keep the Distribution Provider apprised of such

efforts, in each case on a continual basis and (v) provide written notice of the resumption of its performance of its obligations hereunder. Notwithstanding any of the foregoing, the settlement of any strike, lockout or labor dispute constituting an Uncontrollable Force shall be within the sole discretion of the entity involved in such strike, lockout or labor dispute and the requirement that an entity must use its best efforts to mitigate the effects of the Uncontrollable Force and/or remedy its inability to perform and resume full performance of its obligations hereunder shall not apply to strikes, lockouts, or labor disputes.

7.3 Liability for Damages

The Distribution Provider shall not be liable in damages to any Distribution Customer for any losses, damages, claims, liability, costs or expenses (including legal expenses) arising from the performance or non-performance of its obligations under this Tariff, except to the extent that they result from negligence or intentional wrongdoing on the part of the Distribution Provider.

7.4 Exclusion of Certain Types of Loss

The Distribution Provider shall not be liable to any Distribution Customer under any circumstances for any consequential or indirect financial loss including but not limited to loss of profit, loss of earnings or revenue, loss of use, loss of contract or loss of goodwill except to the extent that it results from negligence or intentional wrongdoing on the part of the Distribution Provider.

7.5 Distribution Customer Indemnity

Each Distribution Customer, to the extent permitted by law, shall indemnify the Distribution Provider and hold it harmless against all losses, damages, claims, liabilities, costs or expenses (including legal expenses) arising from any act or omission of the Distribution Customer except to the extent that they result from

the Distribution Provider's default under this Tariff or negligence or intentional wrongdoing on the part of the Distribution Provider or of its officers, directors or employees.