NETWORK ELEMENTS

17. Force Majeure

17.1 Neither Party shall be liable for any delay or failure in performance of any of its obligations hereunder (other than an obligation to make money payments) from any cause beyond its reasonable control and without its fault or negligence including, without limitations, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, strikes, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation carriers (each, a "Force Majeure Event"). If any Force Majeure Event occurs, the Party delayed or unable to perform shall give prompt notice to the other Party and shall take all reasonable steps to mitigate the effect of such Force Majeure Event. During the pendency of the Force Majeure Event, the obligations of the Parties hereunder affected by the Force Majeure Event shall be abated and, upon cessation of such Force Majeure Event, shall resume as promptly as reasonably practicable without liability thereafter.

Notwithstanding Section 17.1 no delay or other failure to perform shall be excused pursuant to this Section 17 by the acts or omissions of a Party's subcontractor's material men, suppliers or other third persons providing product or services to such Party unless acts or omissions are themselves the products of a Force Majeure event, or unless such delay or failure and the consequences thereof are beyond the reasonable control and without the fault or negligence of the Party claiming excusable delay or other failure to perform.