

insofar as such fraudulent use has arisen as a result of the Connection of the Service Operator's Network to each Telecom ROC's Network and the provision of each Telecom ROC's Network Service to the Service Operator under this Agreement.

25. FORCE MAJEURE

25.1 Notwithstanding any other provisions of this Agreement but subject to the other provisions of this clause, if the Service Operator or a Telecom ROC fails to observe or perform any of the covenants, conditions and agreements imposed upon it under this Agreement, and such failure shall have been occasioned by or in connection with or in consequence of Force Majeure such failure shall be deemed not to be a breach of such covenants, conditions and agreements.

25.2 For the purposes of this Agreement, "Force Majeure" event means:

25.2.1 any act of God or act of nature, confiscation or expropriation, embargo, public mains electrical supply failure, fire, flood, storm, explosion, nuclear accident, sabotage, revolution, riot, act of war whether declared or not, warlike operations, requirement or restriction of governmental authorities (but not including the events referred to in Clause 18.3), earthquake, slide, epidemic, quarantine restriction, or any other like force majeure event; or

25.2.2 any strike, lockout, work stoppage or other labour hindrance;

beyond the reasonable control of the Service Operator or a Telecom ROC, as the case may be, which prevents, hinders or interferes with the performance by the Service Operator or that Telecom ROC (as the case may be) of its obligations under this Agreement.

25.3 Neither the Service Operator nor a Telecom ROC shall be entitled to the benefit of the provisions of Clause 25.1 under any or all of the following circumstances:

25.3.1 to the extent that the failure was caused by the contributory negligence of the Service Operator or that Telecom ROC (as the case may be) claiming suspension; or

25.3.2 to the extent that the failure was caused by the Service Operator or that Telecom ROC (as the case may be) claiming suspension and such party has failed to remedy the event, and to resume the performance of such covenants or obligations, with reasonable dispatch; or

25.3.3 if the failure was caused by lack of funds; or

25.3.4 unless as soon as possible after the happening of the event relied upon or as soon as possible after determining that the event was in the nature of Force Majeure and would affect the claiming party's ability to observe or perform any of its covenants, conditions and agreements, the Service Operator or that Telecom ROC (as the case may be) claiming suspension shall have served on the Principal ROC (in the case of the Service Operator) or the Service Operator (in the case of that Telecom ROC) notice to the effect that it is unable by reason of Force Majeure (the nature whereof shall be therein specified) to perform the particular covenants and obligations.

25.4 The party claiming suspension shall likewise serve notice on the Principal ROC (in the case of the Service Operator), or the Service Operator (in the case of that Telecom ROC), as soon as possible after the Force Majeure shall have been remedied, to the effect that the same has been remedied and that such party has resumed, or is then in a position to resume, the performance of such covenants conditions and agreements.

25.5 Notwithstanding anything to the contrary in this Clause 25 expressed or implied, the parties agree that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the particular party involved therein and such party may make settlement thereof at such time and on such terms and conditions as it may deem to be advisable and no delay in making such settlement shall deprive such party of the benefit of Clause 25.1 hereof.