

Neither party shall be liable for any failure to perform its obligations hereunder, other than payment obligations, due to unforeseen circumstances or causes beyond the Party's reasonable control, including, without limitation:

- acts of God;
- flood, fire, earthquake, hurricanes, severe snow and ice storms, or explosion;
- war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest;
- government order or law;
- actions, embargoes or blockades in effect on or after the date of this Agreement;
- action by any governmental authority;
- national or regional emergency;
- internet disturbance;
- radiation;
- strikes, labor stoppages or slowdowns or other industrial disturbances;
- epidemic, pandemic or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness);
- failure of communications or electrical lines, facilities, fuel, energy, labor or materials;
- shortage of adequate medical supplies and equipment;
- shortage of power or transportation facilities; and
- other similar events beyond the reasonable control of the Impacted Party.

In an event of force majeure, either Party's time for delivery or other performance will be extended for a period equal to the duration of the delay caused thereby.

The Party subject to the force majeure shall:

- use its best efforts to remedy or remove such force majeure with the least delay; and
- resume the performance of its obligations as soon as reasonably practicable after the remediation or removal of the cause.