

19. Insurance:

- (a) The Customer shall, at its own expense and during the term of the Agreement and any other time that the Facility is interconnected with the Company's system, either (a) maintain in effect with a responsible insurance company authorized to do insurance business in Hawaii, insurance that will adequately protect the Customer and the Company with respect to risks arising under this Agreement, including the Facility's interconnection with the Company's system, provided the forms, amounts and conditions of such insurance coverage shall be as specified in Exhibit D hereto, or (b) self insure, in lieu of obtaining insurance coverage from an insurance company, provided the terms of such self insurance shall be as specified in Exhibit D hereto. Customer is responsible for determining its own level and form of insurance. The Customer's indemnity and other obligations shall not be limited by this provision. Any deductible shall be the responsibility of the Customer.

In the event Customer obtains insurance from an insurance company, proof of such insurance, including certificates of insurance showing the form and amounts of coverage, must be provided to the Company prior to any parallel interconnection. In the event Customer self insures, documentation describing the Customer's means and capability of self-insuring must be provided to the Company prior to any parallel interconnection.

- (b) [FOR FEDERAL GOVERNMENT ENTITIES (the "FGE") - delete paragraph (a) and insert the following:]

The Interconnection Customer is considered to be self-insured for the purpose of this agreement and shall not be required to maintain any separate policy of insurance under this section of the agreement. Notwithstanding the above, this shall in no event waive or otherwise release or limit the Interconnection Customer's liabilities undertaken pursuant to this agreement. The Company agrees to maintain general liability insurance or self-insurance consistent with the Company's commercial practice. Such insurance or self-insurance shall not exclude coverage for the Company's liabilities undertaken pursuant to this agreement. The parties to this agreement further agree to notify each other whenever an accident or incident occurs resulting in any injuries or damages that are included within the scope of

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coverage of such insurance, whether or not such coverage is sought.

20. Force Majeure: For purposes of this Agreement, "Force Majeure Event" means any event: (a) that is beyond the reasonable control of the affected party; and (b) that the affected party is unable to prevent or provide against by exercising reasonable diligence, including the following events or circumstances, but only to the extent they satisfy the preceding requirements: acts of war, public disorder, insurrection, or rebellion; floods, hurricanes, earthquakes, lightning, storms, and other natural calamities; explosions or fires; strikes, work stoppages, or labor disputes; embargoes; and sabotage. If a Force Majeure Event prevents a party from fulfilling any obligations under this Agreement, such party will promptly notify the other party in writing, and will keep the other party informed on a continuing basis of the scope and duration of the Force Majeure Event. The affected party will specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the affected party is taking to mitigate the effects of the event on its performance. The affected party will be entitled to suspend or modify its performance of obligations under this Agreement, other than the obligation to make payments then due or becoming due under this Agreement, but only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of reasonable efforts. The affected party will use reasonable efforts to resume its performance as soon as possible.
21. Warranties: The Company and the Customer each represents and warrants respectively that:
- (a) It has all necessary right, power and authority to execute, deliver and perform this Agreement.
 - (b) The execution, delivery and performance of this Agreement by it will not result in a violation of any law or regulation of any governmental authority, or conflict with, or result in a breach of, or cause a default under, any agreement or instrument to which such party is also a party or by which it is bound.
22. Good Engineering Practice:
- (a) Each party agrees to install, operate and maintain its respective equipment and facilities and to perform all obligations required to be performed by such party under this

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