

10.3.3 the Connection of anything to the Service Operator's Network;
and not being equipment supplied or a Connection made by that Telecom ROC or Telecom Group.

- 10.4 In the event of any breach by the Service Operator of this Agreement, including failure to pay any charge when due, the Service Operator shall pay all costs and expenses reasonably incurred by TCNZ, that Telecom ROC and Telecom Group (including solicitor client costs) in the exercise of any of TCNZ's, that Telecom ROC's or Telecom Group's rights under this Agreement or at law.

11. PROTECTION OF TELECOM ROC'S NETWORK

- 11.1 Subject to the provisions of this Agreement the Service Operator shall not do or permit to be done or omit or permit the omission of anything in relation to the Service Operator's Network which:
- 11.1.1 will cause damage to a Telecom ROC's Equipment or a Telecom ROC's Network, or any other network Connected thereto of any kind or description whatsoever; or
 - 11.1.2 will, save as permitted under or pursuant to this Agreement, result in modification of the operation of a Telecom ROC's Equipment or a Telecom ROC's Network, or any other network Connected thereto of any kind or description whatsoever; or
 - 11.1.3 will interfere with the reasonable enjoyment or use of a Telecom ROC's Network Service by that Telecom ROC or any other person, or the reasonable enjoyment or use by any person of any other network of any kind or description whatsoever which is Connected to the Telecom ROC's Network; or
 - 11.1.4 will cause a Telecom ROC's Network, or any other network Connected thereto of any kind or description whatsoever, to be used for any illegal purpose or to annoy any other person.

12. SAFETY

- 12.1 Each Telecom ROC shall take all necessary and prudent steps and comply with all statutory obligations to ensure that the implementation of this Agreement will not endanger the health or safety of any persons including the Service Operator's employees and the Service Operator's End Users and in particular each respective Telecom ROC shall be responsible for the safe operation of that Telecom ROC's Equipment.
- 12.2 Without limiting anything in Clause 13, the Service Operator shall take all necessary and prudent steps and comply with all statutory obligations to ensure that the implementation of this Agreement will not endanger the health or safety of any persons including a Telecom ROC's employees and customers and in particular the Service Operator shall be responsible for the safe operation of the Service Operator's Equipment.

13. STANDARDS

- 13.1 The Service Operator shall not Connect at a Service Delivery Point anything to a Telecom ROC's Network and a Telecom ROC shall not Connect at the Service Delivery Point anything to the Service Operator's Network except in accordance with the PTC Specifications. Each Telecom ROC shall co-operate with the Service Operator in a bona fide manner towards achieving compliance with the PTC Specifications in the Connection of the Service Operator's Network to each Telecom ROC's Network at each Service Delivery Point. The Service Operator and each Telecom ROC shall be responsible for all maintenance, repair and testing of the Service Operator's Network and each Telecom ROC's Network respectively during the term or any renewed term of this Agreement to ensure that they comply at the Service Delivery Points with the PTC Specifications and CCITT recommendations and, in the case of the Service Operator, with the Service Operator's obligations under Clauses 12.2, 13.3, 13.4, 13.7 and 13.8. The Service Operator will certify to the Principal ROC at the beginning of the term of this Agreement that the Service Operator's Network complies with the PTC Specifications. Telecom acknowledges that the Service Operator's qualified communications personnel are competent to certify compliance of the Service Operator's Network with the PTC Specifications.
- 13.2 Subject to Clauses 13.6 and 17.7, Telecom may (after first consulting with the Service Operator) from time to time amend Schedule E by notice given by the Principal ROC to the Service Operator. Any notice may itemise the amendments or may set out the new Schedule E which shall apply in lieu of the PTC Specifications contained in the previous Schedule E. The amendment shall take effect on the date specified in the notice, or the date three months after the date of the notice, whichever is the later.
- 13.3 The Service Operator shall use all reasonable endeavours to ensure that the quality of the conveyance of Calls to be accepted from a Telecom ROC's Network and delivered to the recipient of the Call (or to another Service Delivery Point), is maintained between the point of acceptance of the Call from that Telecom ROC and the point of delivery of the Call. Each Telecom ROC shall use all reasonable endeavours to ensure that the quality of the conveyance of Calls to be delivered to the Service Operator's Network (or the recipient of the Call, as the case may be) is maintained between the point of acceptance of the Call from the Service Operator's End User (or the Service Operator's Network, as the case may be), and the point of delivery of the Call to the Service Operator's Network (or the recipient of the Call, as the case may be).
- 13.4 Where a Call may eventually be transmitted to Telecom's international gateway, the parties shall use their best endeavours to ensure that they comply with:
- 13.4.1 CCITT recommendations; and
 - 13.4.2 any co-respondent agreements between Telecom Group and overseas networks as notified to the Service Operator by the Principal ROC from time to time.
- 13.5 The Service Operator will ensure that the numbering system of the Service Operator's Network is compatible with the numbering system of each Telecom ROC's Network. The Principal ROC and the Service Operator will each provide to the other numbering plan information for routing table configuration, and if the Principal ROC determines that it is necessary in connection with emergency 111 services, the Service Operator will provide geographical information relating to the Service Operator's numbering plan. The Service Operator will not: