

TESTING PROCEDURES AND PROCEDURES FOR MONITORING AND REMEDY OF FAULTS—(Clauses 13.9 and 15)

SCHEDULE G**LIMITATION OF TELECOM GROUP LIABILITY—(Clause 9.12)**

“1. In this clause:

“Service” means the service and/or access to the network:

- (a) provided by Telecom Group to []; and
- (b) provided to the customer by [] pursuant to the customer contract;

“Telecom Group” means, jointly and severally, Telecom Corporation of New Zealand Limited and each and all of its subsidiaries now and from time to time (within the meaning of section 158 of the Companies Act 1955 or any statutory amendment or re-enactment thereof) and includes any and all of any member of Telecom Group’s officers, employees, contractors and/or agents.

2. The customer agrees that Telecom Group shall not be liable on any grounds or basis whatsoever (including but not limited to negligence) to the customer for loss or damage of any kind (including but not limited to loss of profits or other consequential loss) arising directly or indirectly from:
 - (a) failure, malfunction, inaccurate operation or delayed provision of the Service of any kind for any reason whatsoever;
 - (b) any event or cause beyond the control of the Telecom Group;
 - (c) dangerous, incorrect or improper installation, maintenance of, or defect in, equipment provided directly or indirectly by the Telecom Group to [] or to the customer and whether or not a PTC (“Permit to Connect”) label has been affixed to the equipment with the authority of the Telecom Group;
 - (d) the interception, interruption or distortion of any communication to or from the customer by any means or person.
3. If for any reason Telecom Group is liable to the customer on any grounds or basis whatsoever, the combined maximum liability of Telecom Group (jointly) shall be \$50,000 in respect of any one event or related series of events with a combined maximum liability in any 12 month period of \$100,000.
4. Telecom Group shall be entitled to the benefit of this clause and the customer acknowledges that this provision is intended to create an obligation enforceable at the suit of Telecom Group, whether by way of defence or otherwise.
5. This clause shall survive termination of this contract.”

SCHEDULE H**SERVICE OPERATOR’S PREMISES—(Clause 14.1)**

Legal Descriptions including (where appropriate) plan of floor area comprising Service Operator’s Premises licensed to each Telecom ROC.

SCHEDULE I**TECHNICAL REQUIREMENTS—(Clause 13.7)****SCHEDULE J****GUARANTEE****ITEM 1—GUARANTOR—NAMES AND DESCRIPTIONS****ITEM 2—GUARANTEE COVENANTS**

In consideration of Telecom at the request of the Guarantor entering into this Agreement with the Service Operator, the Guarantor covenants and agrees with Telecom that:

- 1.1 the Guarantor guarantees to Telecom that the Guarantor will be with the Service Operator jointly and severally liable to Telecom for the due payment of all moneys to be paid by the Service Operator under this Agreement and the due performance and observance by the Service Operator of all the covenants terms and conditions of this Agreement on the part of the Service Operator to be performed and observed;
- 1.2 the Guarantor will indemnify Telecom and agrees at all times hereafter to keep Telecom indemnified from and against all losses and expenses which Telecom may suffer or incur in consequence of any breach or non-observance of any of the covenants terms and conditions of this Agreement on the part of the Service Operator to be performed or observed and the Guarantor agrees that the Guarantor shall remain liable to Telecom under this indemnity notwithstanding that as a consequence of such breach or non-observance Telecom has exercised any of its rights under this Agreement and notwithstanding that the Service Operator may be wound up or dissolved or (being a natural person) may be declared bankrupt or insolvent and notwithstanding that the guarantee given by the Guarantor may for any reason whatsoever be unenforceable either in whole or in part;
- 1.3 on any default or failure by the Service Operator to observe and perform any of the covenants terms and conditions of this Agreement the Guarantor will forthwith on demand by Telecom pay the moneys payable pursuant to this Agreement and make good to Telecom all losses and expenses sustained or incurred by Telecom by reason or in consequence of any such default or failure by the Service Operator in the payment of moneys payable pursuant to this Agreement or in performing or observing any of the covenants terms and conditions of this Agreement without the necessity of any prior demand having been made on the Service Operator;
- 1.4 the liability of the Guarantor under this guarantee and indemnity shall not be affected by the granting of time or any other indulgence to the Service Operator or by the compounding compromise release abandonment waiver variation or renewal of any of the rights of Telecom against the Service Operator or by any neglect or omission to enforce such rights or by any other thing which under the law relating to sureties would or might but for this provision release the Guarantor in whole or in part from this obligation under this guarantee;