

3.5 Any amendment to Schedule I under Clause 3.3 or Clause 3.4 shall be effected by the Service Operator serving a notice on the Principal ROC setting out the required amendment, and such amendment shall take effect 1 month after the date of service of such notice.

#### 4. TELECOM ROC'S NETWORK SERVICE

4.1 Each respective Telecom ROC will use reasonable endeavours to make available and provide to the Service Operator that Telecom ROC's Network Service, to the intent that as far as reasonably practicable that Telecom ROC's Network Service will be continuously available or continuous (as the case may be), and fault-free. However, the Service Operator acknowledges that:

4.1.1 each Telecom ROC does not guarantee that that Telecom ROC's Network Service will be continuously available or continuous (as the case may be) or fault-free; and

4.1.2 each Telecom ROC has the right to suspend or restrict that Telecom ROC's Network Service under Clause 4.2; and

4.1.3 the Principal ROC has the right to terminate this Agreement in terms of Clause 18.

4.2 Subject to Clauses 4.3 and 4.4, a Telecom ROC may suspend or restrict that Telecom ROC's Network Service where:

4.2.1 changes are made to that Telecom ROC's Network; or

4.2.2 testing, repair or maintenance of that Telecom ROC's Network is carried out; or

4.2.3 the Service Operator undertakes testing, repair or maintenance of the Service Operator's Network which gives rise to interference or an outage in that Telecom ROC's Network; or

4.2.4 there is distortion of normal traffic patterns (as described in Item 3 of Schedule F) in that Telecom ROC's Network in circumstances where attempts by that Telecom ROC to eliminate the effects of such distortion by using call management procedures such as call gapping or selective make-busy, have failed; or

4.2.5 the Service Operator commits any breach of any of its obligations under Clauses 12.2 or 14.3; or

4.2.6 the Service Operator commits any breach of any of its obligations under Clauses 13.6, 13.8 or 13.9 and that Telecom ROC has reasonable cause to believe that such breaches may recur or may not be promptly remedied; or

4.2.7 the Service Operator fails to ensure that the numbering system of the Service Operator's Network is technically compatible with the numbering system of each Telecom ROC's Network, or fails to provide geographical information relating to the Service Operator's numbering plan requested by the Principal ROC under Clause 13.10; or

4.2.8 any other circumstances arise which in that Telecom ROC's reasonable opinion require the suspension or restriction of that Telecom ROC's Network Service to protect that Telecom ROC's Network; or

4.2.9 Clause 6.16 applies; or

4.2.10 the Service Operator commits a breach of any of its obligations under this Agreement (other than those referred to in or covered by the foregoing provisions of this Clause 4.2), and the breach continues unremedied at the expiry of 30 days from the date upon which the Principal ROC has given the Service Operator notice of a breach under this Clause 4.2.10.

4.3 In all circumstances except those described in Clauses 4.2.9 and 4.2.10, no suspension or restriction of a Telecom ROC's Network Service shall take place until that Telecom ROC has consulted with the Service Operator PROVIDED THAT in the case of