

8.3 The Service Operator acknowledges that a Telecom ROC may, without the prior written consent of the Service Operator, change the form into which an Access Code is translated within that Telecom ROC's Network, where such translation of the Access Code does not affect the Service Operator's End User's use of the Access Code to prefix Calls intended for delivery to the Service Operator's Network. The Principal ROC shall give to the Service Operator reasonable notice before the implementation of the change.

8.4 The Service Operator acknowledges that Telecom may change an Access Code without the prior written consent of the Service Operator where Telecom is required to do so to comply with a change in the CCITT numbering plan. In such circumstances, the Principal ROC shall serve a notice on the Service Operator as soon as it becomes aware of the likelihood of such a change.

8.5 The Service Operator and Telecom will bear their own costs which arise directly or indirectly from any change in, deletion or addition of an Access Code, or any change in the form into which an Access Code is translated.

8.6 Subject to agreement on the charges to be made to the Service Operator for the feature, each Telecom ROC will provide to the Service Operator non-code access when:

8.6.1 Telecom Group has introduced its intelligent network system and has received reasonable notice from the Service Operator to make available the non-code access feature of that system; or

8.6.2 the Service Operator or any one comparable interconnecting party offering services similar to the Service Operator's Network Service (other than any member of Telecom Group) has achieved 9% national toll market share or the Service Operator and all comparable interconnecting parties offering services similar to the Service Operator's Network Service (other than any member of Telecom Group) have achieved an aggregate 13% national toll market share and the Principal ROC has received reasonable notice from the Service Operator to introduce non-code access.

National toll market share will be calculated by reference to a formula to be agreed between the parties or failing agreement to be determined by an arbitration which shall be conducted in accordance with the provisions of Clause 30.2. The parties will thereafter make such amendments to this Agreement as are necessary to reflect the changes in access procedures.

8.7 Any notice from the Service Operator under Clauses 8.6.1 or 8.6.2 may request that non-code access be made available on a Point of Interconnection by Point of Interconnection basis, or at all Points of Interconnection at one time.

9. TELECOM ROC LIABILITY

9.1 Except as provided in Clauses 9.2 to 9.4 (inclusive) and Clause 9.10, under no circumstances will a Telecom ROC or Telecom Group, or their officers, employees, contractors or agents, be liable in contract, tort, or otherwise to compensate the Service Operator for any loss, injury, or damage arising directly or indirectly from:

9.1.1 any act, omission, error, default or delay of that Telecom ROC or Telecom Group or their officers, employees, contractors or agents; or

9.1.2 any act, omission, error, default or delay in respect of the provision, use or termination of that Telecom ROC's Network Service or any Other ROC's Network Service; or

9.1.3 the failure by that Telecom ROC or Telecom Group or their officers, employees, contractors or agents to Connect that Telecom ROC's Network or any Other ROC's Network to the Service Operator's Network or to make available or provide that Telecom ROC's Network Service or any Other ROC's Network Service; or

9.1.4 any failure of that Telecom ROC's Network Service or any Other ROC's Network Service; or