

9.10 Nothing in this Clause 9 shall limit the right of the Service Operator to enforce this Agreement by seeking an order for specific performance in any Court of competent jurisdiction.

9.11 Where any person (including but not limited to any Other ROC) performs from time to time in whole or in part, as agent or contractor of a Telecom ROC, any of the obligations of that Telecom ROC under this Agreement (any such other person in this Clause 9.11 called the "Other Person"), the following provisions shall apply:

9.11.1 the performance of any of that Telecom ROC's Network Service or any service incidental to or in connection with any of that Telecom ROC's Network Service by that Other Person shall be consideration for the agreement of the Service Operator that that Other Person shall have the benefit of the rights, exemptions, limitations, defences and immunities of whatsoever nature contained in this Agreement which are applicable to that Telecom ROC under this Agreement;

9.11.2 that Telecom ROC is or shall be deemed to be contracting for the benefit of the rights, exemptions, liabilities, defences and immunities referred to in Clause 9.11.1 for that Other Person as agent for that Other Person;

9.11.3 that Other Person shall be entitled to all benefits, advantages, immunities, limitations or rights enjoyed by that Telecom ROC under this Agreement and the Service Operator acknowledges that this promise is intended to create an obligation enforceable at the suit of that Other Person, whether by way of defence or otherwise.

9.12 The Service Operator shall use reasonable endeavours to ensure that a provision shall be included in contracts with the Service Operator's Customers for the provision of the Service Operator's Network Service, whereby any liability of the Telecom Group and its officers, employees, contractors and agents arising from or in connection with the Service Operator's Network Service is excluded.

10. INDEMNITY BY SERVICE OPERATOR

10.1 Subject to Clause 10.5, the Service Operator shall indemnify and save harmless each respective Telecom ROC and Telecom Group and their officers, employees, contractors and agents from loss, damage, liability, costs or expense whatsoever suffered or incurred by that Telecom ROC or Telecom Group or their officers, employees, contractors or agents arising from or in connection with:

10.1.1 the use or attempted use or misuse (whether intentional or not) of the Service Operator's Network Service by any person (including the Service Operator); or

10.1.2 any breach of this Agreement by the Service Operator.

10.2 Subject to Clause 10.5, the Service Operator shall indemnify and save harmless each respective Telecom ROC and Telecom Group for any loss, damage, liability, costs or expense whatsoever suffered or incurred by that Telecom ROC or Telecom Group or their officers, employees, contractors or agents arising from or in connection with 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.

10.3 Subject to Clause 10.5, the Service Operator shall indemnify and save harmless each respective Telecom ROC and the Telecom Group from loss, damage, liability, costs or expense whatsoever suffered or incurred by that Telecom ROC or the Telecom Group or their officers, employees, contractors or agents arising from or in connection with any actions, proceedings, claims and demands brought by the Service Operator's End Users which relate directly or indirectly to that Telecom ROC's Network Service or any Other ROC's Network Service.

10.4 The Principal ROC shall notify the Service Operator as soon as practicably possible after the date on which any action, proceedings, claims or demands are brought against a Telecom ROC or Telecom Group by a customer of that Telecom ROC or Telecom Group (or a Service Operator's Customer, as the case may be) in respect of which the Service Operator shall indemnify that Telecom ROC or Telecom Group under Clauses 10.1, 10.2 or 10.3 and