

shall consult with the Service Operator on the defence of any such actions, proceedings, claims and demands, and will not settle any such actions, proceedings, claims and demands without the consent of the Service Operator, such consent not to be unreasonably withheld.

10.5 In no event shall the Service Operator be liable to indemnify a Telecom ROC or Telecom Group under Clauses 10.1, 10.2 and 10.3 for any gratuitous payments made by that Telecom ROC or Telecom Group to its customers or the Service Operator's Customers, unless the gratuitous payment is part of a settlement of a claim by a customer or a Service Operator's Customer (as the case may be) which has received the consent of the Service Operator under Clause 10.4.

10.6 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 that Telecom ROC and Telecom Group (including solicitor client costs) in the exercise of any of that Telecom ROC's or Telecom Group's rights under this Agreement or at law.

11. PROTECTION OF TELECOM ROC'S AND SERVICE OPERATOR'S NETWORKS

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 interference with or 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 impede a Telecom ROC in the performance of its obligations to any other interconnecting party.

11.2 Subject to the provisions of this Agreement, each Telecom ROC shall not do or permit to be done or omit or permit the omission of anything in relation to that Telecom ROC's Network which:

11.2.1 will cause damage to the Service Operator's Equipment or the Service Operator's Network, or any other network Connected thereto of any kind or description whatsoever; or

11.2.2 will, save as permitted under or pursuant to this Agreement, result in interference with or modification of the operation of the Service Operator's Equipment or the Service Operator's Network, or any other network Connected thereto of any kind or description whatsoever.

11.3 Each Telecom ROC and the Service Operator shall adopt reasonable precautions in accordance with their respective usual procedures to prevent acts of sabotage on:

11.3.1 the Service Operator's Network; and

11.3.2 each Telecom ROC's Network; by their respective officers, employees, contractors, agents and customers.

12. SAFETY

12.1 Without limiting anything in Clause 13, each Telecom ROC shall take all necessary and prudent steps and comply with all statutory obligations to ensure that the implementation