

25.6 The Service Operator shall have the right to terminate this Agreement upon 60 days' prior notice served on the Principal ROC if the Service Operator is unable to substantially perform a material obligation under this Agreement due to any Force Majeure and such inability continues for a continuous period of 6 months PROVIDED THAT the Service Operator shall not be entitled to give such termination notice unless and until the Service Operator has negotiated or endeavoured to negotiate in good faith with the Principal ROC to remedy the Force Majeure relied upon or to amend the terms of this Agreement to enable this Agreement to remain in full force and effect notwithstanding such inability to observe or perform as aforesaid. The Principal ROC shall have the right to terminate this Agreement as far as it relates to a Telecom ROC upon 60 days' prior notice served on the Service Operator, if that Telecom ROC is unable to substantially perform a material obligation under this Agreement due to any Force Majeure and such inability continues for a continuous period of 6 months PROVIDED THAT the Principal ROC shall not be entitled to give such termination notice unless and until the Principal ROC has negotiated or endeavoured to negotiate in good faith with the Service Operator to remedy the Force Majeure relied upon or to amend the terms of this Agreement to enable this Agreement to remain in full force and effect notwithstanding such inability to observe or perform as aforesaid.

25.7 In the event of Partial Termination of this Agreement insofar as it relates to a Telecom ROC under Clause 25.6, this Agreement shall forthwith be construed as if the reference to the Telecom ROC specified in the Service Operator's notice under Clause 25.6 has been deleted from Item 1 of Schedule A. Where the Telecom ROC specified in the Service Operator's notice under Clause 25.6 is the Principal ROC, the Other ROCs shall forthwith after such Partial Termination appoint a new Principal ROC.

## 26. SCOPE OF AGREEMENT

26.1 For the avoidance of doubt this Agreement is intended to apply only to the Connection of the Service Operator's Network and each Telecom ROC's Network, and to the making available and provision of each Telecom ROC's Network Service, and to related matters and shall not be construed as conferring benefits on any third parties (including but not limited to the Service Operator's Customers or the Service Operator's End Users) except to the extent that the Agreement expressly confers specific rights, benefits and protections on:

26.1.1 Telecom Group and its officers, employees, contractors and agents;

26.1.2 the officers, employees, contractors and agents of the parties.

26.2 A Telecom ROC has no responsibility -

26.2.1 to convey Calls or Chargeable Calls to other networks if it does not have an agreement to do so with the operator of the network in question; or

26.2.2 for any Call once it is handed over to the Service Operator's Network.

## 27. NO PARTNERSHIP

27.1 The parties hereto declare that it is not the intention of any of them to enter into a joint venture with each other hereby and nothing herein shall be deemed to constitute a partnership between the parties hereto. The parties also declare it is not the intention to constitute the Service Operator the agent of a Telecom ROC or TCNZ for any purpose whatsoever or to constitute a Telecom ROC or TCNZ the agent for the Service Operator.

## 28. NON-WAIVER

28.1 If any party fails to perform any term of this Agreement and the other party does not then enforce that term, the failure to enforce on that one occasion shall not prevent enforcement unless waived and shall not prevent enforcement of that term on any other occasion.