

anticipated savings or for any indirect or consequential loss whatever notwithstanding that Telecom or Telecom Group or their employees, contractors or agents have been advised of the likelihood of such losses.

- 6.7** If for any reason Telecom and/or Telecom Group and/or their employees, contractors and/or agents are liable to the Customer in contract, tort, or otherwise, (and whether arising out of the provision of Network Service under this Contract or under any other contract for the provision of Network Service between the Customer and any other member of the Telecom Group) the combined maximum liability of Telecom and Telecom Group and their employees, contractors and agents to the Customer shall be fifty thousand dollars (\$50,000) in respect of any one event or related series of events, with a maximum liability to any one Customer in any 12 month period of one hundred thousand dollars (\$100,000), irrespective of the number of events.
- 6.8** Each limitation or exclusion in this clause and each protection given to Telecom or Telecom Group or their employees, contractors or agents by any provision of this clause 6 is to be construed as a separate limitation, exclusion or protection applying and surviving even if for any reason any of the provisions is held inapplicable in any circumstances.
- 6.9** Where any person (including but not limited to any member of the Telecom Group) performs from time to time in whole or in part, whether as agent or contractor of Telecom or otherwise, any of the obligations of Telecom under this Agreement, or any part of the Network Service no longer provided by Telecom (any such other person in this clause 6 called the "Other Person"), the following provisions shall apply:
- (a) the performance by that Other Person of any of Telecom Group's Network Service or any service incidental to or in connection with any of Telecom Group's Network Service or any part of the Network Service no longer provided by Telecom shall be consideration for the agreement of the Customer 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 Telecom under this agreement;
 - (b) Telecom is or shall be deemed to be contracting for the benefit of the rights, exemptions, limitations, defences and immunities referred to in clause 6.9(a) for that Other Person as agent for that Other Person;
 - (c) the Other Person shall be entitled to all benefits, advantages, immunities, limitations or rights enjoyed by Telecom under this Agreement and the Customer 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.
- 6.10** Nothing in this clause shall limit the right of the Customer to enforce this Contract by seeking an order for specific performance in any Court of competent jurisdiction.
- 6.11** Nothing in this clause 6 shall restrict the exclusion of liability provided in clause 10.3.
- 6.12** This clause (together with clause 10.3) shall survive termination of this Contract.

7. INDEMNITY BY CUSTOMER

- 7.1** The Customer hereby indemnifies and shall keep indemnified and save harmless Telecom and Telecom Group and their employees, contractors and agents from loss, damage, liability or expense arising from the use or attempted use of the Customer's Network Service by any person (including the Customer).
- 7.2** The Customer agrees to compensate Telecom and Telecom Group for any loss, damage, liability or expense suffered or incurred by Telecom or Telecom Group or any person to whom Telecom or Telecom Group is responsible arising from anything:
- (a) on the Customer's Premises; or
 - (b) Connected to the Telecom Network on the Customer's Premises; or
 - (c) Connected to the Telecom Network by the Customer, any person employed or authorised by the Customer, or any person for whom the Customer is responsible;
- and in each case not being equipment supplied and Connected by Telecom or Telecom Group.
- 7.3** In the event of any breach by the Customer of this Contract, including failure to pay any charge when due, the Customer shall pay all costs and expenses reasonably incurred by Telecom in the exercise of any of Telecom's rights under this Contract or at law.
- 7.4** This clause shall survive termination of this Contract.

8. ASSIGNMENT

- 8.1** The Customer may not assign this Contract or any benefit or obligation of this Contract.
- 8.2** Telecom may without notice to or consent of the Customer, assign this Contract or any part of the benefit or obligation of this Contract to any person; but as between the Customer and Telecom any such assignment shall not prevent Telecom exercising any right or claiming any benefit, protection or indemnity under this Contract.

9. USE OF NETWORK SERVICE

- 9.1** Notwithstanding anything in clause 8.1, but subject to all other provisions of this Contract, the Customer may allow any person the use of the Customer's Network Service.
- 9.2** Except in emergencies the Customer shall not allow any other person the use of the Customer's Network Service where to the knowledge of the Customer that other person's Network Service has been suspended or terminated by Telecom or Telecom Group due to the non-payment of any Telecom or Telecom Group charges and that person's debt to Telecom or Telecom Group remains undischarged.
- 9.3** The Customer, may not by use of Network Service or otherwise, interfere with the reasonable enjoyment or use of Network Service by any other person, including Telecom.
- 9.4** The Customer shall not use nor allow any part of the Customer's Network Service to be used for any illegal purpose or to annoy any other person.