

- 18.8.4 that Telecom ROC and TCNZ shall return any Materials, and all records and material containing Confidential Information (whether in written, electronic or other form whatsoever) and all copies thereof, to the Service Operator which have been provided by the Service Operator to that Telecom ROC or TCNZ or which that Telecom ROC or TCNZ has otherwise become aware of or obtained through its participation in the Project.
- 18.9 Unless the Service Operator and the Principal ROC otherwise agree in writing, all Intellectual Property licences granted pursuant to Clause 21 shall be cancelled on termination. In the case of Partial Termination of this Agreement insofar as it relates to a Telecom ROC or TCNZ, the licences granted pursuant to Clause 21 shall continue for the benefit of the remaining parties to the Agreement until its termination.

19. NOTICE

- 19.1 Any notices required to be served upon a party hereto shall be in writing and shall be deemed to have been received as soon as the same is personally delivered to the address set out below (or such other address as the parties may notify to the other by notice in writing), or two (2) days following the posting of the same by prepaid registered mail to such address or immediately if transmission by facsimile is effected to the facsimile number set out below (or such other facsimile number as the Service Operator may notify to the Principal ROC, or the Principal ROC may notify to the Service Operator (as the case may be) by notice in writing).
- Telecom ROC

[Address:

Attention:

Facsimile:
- TCNZ
- [Address:
- Attention:
- Facsimile:

Service Operator

[Address:

Attention:

Facsimile:

20. AMENDMENT

- 20.1 Subject to Clause 13, no variation, modification or waiver of any provisions of this Agreement shall in any event be of any force or effect unless the same is in writing signed by all parties hereto.

21. INTELLECTUAL PROPERTY RIGHTS

- 21.1 Unless the Service Operator and the Principal ROC otherwise agree in writing:
- 21.1.1 all Intellectual Property which originates from the Service Operator shall remain in the ownership of the Service Operator;

21.1.2 all Intellectual Property which originates from Telecom Group shall remain in the ownership of Telecom Group;

21.1.3 the ownership of any Intellectual Property developed by any Telecom ROC or by the Service Operator (as the case may be) shall remain in the party which developed the same PROVIDED ALWAYS that in consideration of this Agreement the other party (including all other members of Telecom Group, where a Telecom ROC is the other party) shall have a non-exclusive royalty free licence to use such Intellectual Property which has been developed for the purposes of the Project for the implementation of the Project until such time as this Agreement is terminated.
- 21.2 Nothing in this Agreement shall confer or be deemed to confer on the Service Operator any rights or interests in or licences to use or to permit or cause use to be made of the Intellectual Property of Telecom Group, except as expressly provided in this Clause 21.
- 21.3 The Service Operator shall grant, or procure for each Telecom ROC, at no cost to that Telecom ROC, all Intellectual Property licences which are required by that Telecom ROC to enable it to perform its obligations under this Agreement.
- 21.4 The Service Operator shall indemnify and save each Telecom ROC and Telecom Group harmless from all loss, damage, liability, costs or expense (including legal fees on a solicitor and own client basis) which may be suffered or incurred by that Telecom ROC or Telecom Group, or their officers, employees, contractors, agents or customers arising from or in connection with any actions, proceedings, costs, claims and demands in respect of any alleged infringement by that Telecom ROC or Telecom Group of the Intellectual Property rights in New Zealand of a third party arising from the use by that Telecom ROC or Telecom Group of any Intellectual Property furnished or licensed by or in respect of which a licence has been procured by the Service Operator pursuant to this Agreement.
- 21.5 The Service Operator shall render all reasonable assistance to and shall co-operate with any Telecom ROC or Telecom Group for the purpose of defending or otherwise in connection with any actions, proceedings, costs, claims and demands in respect of any such alleged infringement which are brought against a Telecom ROC or Telecom Group or their officers, employees, contractors, agents or customers. The Principal ROC shall notify the Service Operator as soon as practicably possible after the date on which any such actions, proceedings, costs, claims or demands become known to the Principal ROC and shall provide such assistance and co-operation to the Service Operator, at the Service Operator's expense, as is reasonably requested by the Service Operator.