

1.10 "Confidential Information" means in relation to any party, all information which is confidential to or the property of that party (or, in the case of any Telecom ROC or TCNZ, Telecom Group), and/or which is confidential to or the property of a third party and used or disclosed pursuant to or in connection with this Agreement by that party under licence from such third party, and includes the contents of any Materials, information concerning any customer of any other party to this Agreement or usage by such customer of any Telecom ROC's Network or the Service Operator's Network (as the case may be), and all information referred to in Clause 4.6.

1.11 "Connect" includes "allow to be connected", "leave connected" and the connection of anything through anything else. "Connecting", "Connected" and "Connection" have a corresponding meaning.

1.12 "Delayed Installation Date" means, in relation to an Interconnect Link, the date on which the Principal ROC has served a notice on the Service Operator under Clause 2.5 relating to that Interconnect Link, in circumstances where the Telecom ROC has failed to provide, install and Pre-test that Interconnect Link on or before the Installation Date for that Interconnect Link.

1.13 "Due Date" means the date 21 days after the date of an invoice provided by a Telecom ROC to the Service Operator in respect of the services provided by that Telecom ROC to the Service Operator under this Agreement.

1.14 "End Date" means in relation to a Service Delivery Point or an Interconnect Link, the End Date specified in Item 2 or Item 3 of Schedule C for that Service Delivery Point or Interconnect Link, being the date on or before which the Service Delivery Point or Interconnect Link shall not (unless otherwise agreed between the Service Operator and the Principal ROC) be decommissioned pursuant to any agreement under Clause 16.11.

1.15 "Force Majeure" means any Force Majeure event set out in Clause 25.2.

1.16 "Guarantor" means the person(s) named in Item 1 of Schedule K.

1.17 "Installation Date" means, in relation to an Interconnect Link, the Installation Date referred to in Item 3 of Schedule C for that Interconnect Link.

1.18 "Intellectual Property" includes trade marks, service marks, inventions, patents, designs, copyrights, know how and trade secrets and all rights and interests therein or licences to use any thereof.

1.19 "Interconnect Link" means a circuit or group of circuits which Connects a Service Delivery Point to a Telecom ROC's Telephone Exchange and which is specified in Item 3 of Schedule C.

1.20 "Interconnect Link Charges" means the charges for an Interconnect Link calculated in accordance with Item 1 of Schedule J as amended from time to time.

1.21 "Link" means any circuit provided by any means forming part of a Telecom ROC's Network or the Service Operator's Network, as the case may be.

1.22 "Manifest Error" means:

1.22.1 any erroneous duplication of the items charged in; or

1.22.2 any error in a calculation shown on; or

1.22.3 any error in the total of the amounts shown on; or

1.22.4 any erroneous calculation of the GST shown on;

an invoice rendered by a Telecom ROC, which is apparent on the face of the invoice.