

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.

21.6 If any action, proceedings, costs, claims and demands are brought in respect of any alleged infringement by the Service Operator of Intellectual Property of a third party arising from the use by the Service Operator of any Intellectual Property furnished or licensed by or in respect of which a licence has been procured by Telecom Group pursuant to this Agreement, then the Principal ROC shall render all reasonable assistance to and shall co-operate with the Service Operator for the purpose of defending or otherwise in connection with any such actions, proceedings, costs, claims and demands in respect of any such alleged infringement which are brought against the Service Operator. The Service Operator shall notify the Principal ROC as soon as practicably possible after the date on which any such actions, proceedings, costs, claims and demands become known to the Service Operator.

22. CONFIDENTIAL INFORMATION

22.1 For the purposes of this Clause 22, the party supplying Confidential Information shall be called "the Supplying Party", and the party receiving Confidential Information shall be called "the Receiving Party" and either expression, where referring to TCNZ or a Telecom ROC, shall include all other members of Telecom Group.