

22.6 Notwithstanding anything in this Clause 22, TCNZ and each Telecom ROC acknowledge that the Service Operator's usage information and traffic volumes comprise commercially sensitive information. Each Telecom ROC and TCNZ shall ensure that to the extent that Telecom Group is able to monitor and track such usage information and traffic volumes, such information and traffic volumes shall not be disclosed to any commercial or marketing personnel within the Telecom Group (unless appropriate confidentiality assurances in favour of, and in a form approved by, the Service Operator, have been obtained) or to any third party.

22.7 The Receiving Party hereby agrees to indemnify and hold the Supplying Party harmless from all loss, damage, liability, costs or expense (including solicitor client costs) which may be suffered or incurred by the Supplying Party directly or indirectly resulting from a breach by the Receiving Party of any of the provisions of this Clause 22.

22.8 Subject to Clause 22.3 the parties agree that no party shall:

22.8.1 issue or make any public announcement or statement regarding this Agreement or any matter concerned with or arising out of this Agreement;

22.8.2 disclose this Agreement to any other person (except in the case of a Telecom ROC or TCNZ, to Telecom Group, and in the case of all parties, to their respective professional advisors);

without the prior written consent of the other parties. Any party may refuse such consent without assigning any reasons for such refusal.

23. OWNERSHIP

23.1 This Agreement passes no title or interest in a Telecom ROC's Network Service or a Telecom ROC's Network to the Service Operator.

23.2 This Agreement passes no title or interest in the Service Operator's Network Service or the Service Operator's Network to a Telecom ROC or TCNZ.

24. OPERATIONAL LIAISON

24.1 The Service Operator and the Principal ROC shall participate in on-going consultation with respect to the operation of this Agreement and apply reasonable endeavours to resolve any problems arising from such consultation or otherwise encountered in relation to this Agreement and in particular, but without limiting the generality of the foregoing, shall liaise on the following:

24.1.1 initial problems arising from the Connection of the Service Operator's Network and each respective Telecom ROC's Network for the period of 3 months from the date of commencement of this Agreement set out in Clause 18.1;

24.1.2 the technical standards of telecommunication equipment of any third party service operator which is Connected to or intended to be Connected to the Service Operator's Network;

24.1.3 software and hardware changes proposed for the Service Operator's Equipment. In particular, the Service Operator shall give notice to the Principal ROC of any change in the software generic and issue/version number installed in the Service Operator's Network.

24.2 Telecom and the Service Operator shall co-operate to eliminate:

24.2.1 fraudulent use of the Service Operator's Network Service by the Service Operator's End Users and Service Operator's Customers;

24.2.2 fraudulent use of any network service provided by Telecom Group to customers and end users of Telecom Group;