

Agreement for the Provision of KCOM PIA

Schedule 3: Information Provision

1. Network Plans

- 1.1 KCOM will provide the CP with access to KCOM Software to enable the CP to produce Network Plans.
- 1.2 The Network Plans shall be produced by the CP.
- 1.3 The purpose of Network Plans is to provide the information to KCOM as set out in the Operations Manual.

2. Physical Surveys

- 2.1 KCOM will not carry out physical surveys.

3. Ownership

- 3.1 Copyright and other relevant Intellectual Property Rights in the KCOM Software and/or Software, and associated data is the absolute property of KCOM or its licensors. Except as expressly set out in this Agreement or otherwise agreed in writing, no licence under any such rights is granted or implied.

4. CP Obligations

- 4.1 The CP must not use the KCOM Software and/or Software or the data provided for any purpose except in accordance with the terms and conditions set out in this Agreement. The CP shall comply with all reasonable instructions which KCOM may give from time to time on reasonable notice with regard to the use of the KCOM Software and/or Software.
- 4.2 The CP shall use reasonable endeavours in relation to the security of the data provided under this Schedule to prevent unauthorised disclosure of such data.
- 4.3 The CP shall not:
 - (a) sub-license or purport to sub-license the right to use or access the KCOM Software and/or Software or any parts thereof other than to its subcontractors which are subject to the same terms herein and confidentiality terms;
 - (b) knowingly do or permit anything to be done in relation to the data which is likely to bring KCOM or any CP of KCOM into disrepute.
- 4.4 The CP is responsible for the security and proper use of the data issued by KCOM under

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this Schedule and shall take all reasonable steps to ensure that the data is kept confidential as per clause 20 of the main body of the Agreement, secure and is used properly and not disclosed to unauthorised people.

- 4.5 Upon discovery of any inadvertent or unauthorised disclosure of any of the data provided under this Schedule, the CP will use reasonable endeavours to notify KCOM as soon as possible after such inadvertent or unauthorised disclosure.
- 4.6 Upon termination of the Agreement, the CP shall cease to have any right to use the Software and any data supplied by KCOM and shall be obliged to return to KCOM or destroy (at KCOM's option) all copies of the KCOM Software and/or Software and/or data as the CP may have in its possession or under its control. The provisions of this paragraph 4.6 shall survive termination of the Agreement.