

STANDARD TERMS AND CONDITIONS (SOUTH AFRICA)

These **STANDARD TERMS AND CONDITIONS** (this "**Agreement**") are entered into between SEACOM South Africa (Pty) Ltd, (registration number 2009/004941/07) and any and all of its Affiliates ("**Provider**") and entity whose details are set out in any OF ("**Customer**"). Provider and Customer are sometimes hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**".

1 DEFINITIONS.

1.1 "**Affiliate**" shall mean any related entity or any other entity that directly or indirectly controls, is controlled by such as a subsidiary or is under common control with such entity. For purposes of this definition, the term "control" (including with correlative meaning, the terms "controlled by" and "under common control") means with respect to any entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract or otherwise.

1.2 "**Business Day**" means any day other than weekends or public holidays in the Republic of South Africa.

1.3 "**Customer Premises**" shall mean any location or locations off the SEACOM Network selected by Customer to which the Services will be delivered in South Africa.

1.4 "**Default Interest Rate**" shall mean an annual interest equal to the lesser of (i) ten percent (10%) (compounded monthly) or (ii) the maximum interest rate permitted under applicable laws.

1.5 "**Equipment**" means any customer premise equipment provided and/or installed by Provider at Customer's Premises on the basis of a loan, rental or otherwise, to enable Customer to utilise the Services.

1.6 "**Force Majeure Event**" shall mean an event that is beyond the reasonable control of a Party that has occurred without its fault or negligence.

1.7 "**Governmental Authority**" means any governmental, administrative, judicial, regulatory, self-regulatory or government-owned or -controlled body, department, commission, authority, tribunal, agency or entity to whose jurisdiction any Party may be subject;

1.8 "**Last Mile**" shall mean any portion of the service between the Customer Premises and the Provider's point-of-presence (POP) including any part that is controlled by an independent 3rd party provider.

1.9 "**Laws**" shall mean all laws (statutory, judicial or otherwise), regulations, judgments, rules, orders, directives and requirements of any Governmental Authority.

1.10 "**Licensed Technology**" means the Equipment, Provider Software and Manuals made available by or on behalf of Provider pursuant to the OF.

1.11 "**Notice of Completion**" shall mean a written notice from Provider that the Services have been installed and tested by Provider and is functioning properly in accordance with the specifications set forth in the applicable OF.

1.12 "**OF**" shall mean the order form designated by Provider that sets out the details of Services to be provided by Provider.

1.13 "**SEACOM Network**" shall mean the telecommunications network which carries Customer traffic between equipment that is owned and / or operated by Provider, including any Provider equipment and/or facilities.

1.14 "**Services**" shall have the meaning set out in Section 2 below.

1.15 "**Service Charges**" shall mean the installation fee and/or monthly recurring fees or charges payable by Customer to Provider for the Services, as identified in the OF.

1.16 "**Service Commencement Date**" shall mean the first to occur of the date set forth in any OF or the date of the relevant Notice of Completion.

1.17 "**Standard Business Hours**" shall mean any time from 08:00-17:00 on any Business Day.

2 GENERAL.

This Agreement shall apply to the appointment of Provider by Customer for the provision of any electronic communication services, supply of the Equipment and/or related services as set out in an OF, and which OF is incorporated into this Agreement by reference ("**Services**"). The terms of an OF shall take precedence over any conflicting or inconsistent terms under this Agreement to the extent of such conflict or inconsistency.

3 SERVICE ORDERS.

To order any Service, Customer shall submit an OF requesting Services either as a physical or electronic copy or via an online ordering tool.

4 TERM AND SERVICE COMMENCEMENT.

4.1 This Agreement shall commence upon acceptance of the terms of this Agreement by Provider by way of signature to the OF to which this Agreement is attached ("**Effective Date**"). Notwithstanding the Effective Date, the commencement of the Services shall be the Service Commencement Date.

4.2 Service installation and commencement of the Services is subject to the Provider fulfilling the following requirements after receiving a signed OF from the Customer:

- conducting a final feasibility assessment to determine if the Services are capable of being provided, subject to the proviso that in the event that they are not, written notice of this may be given to the Customer;
- subjecting the OF to its legal and credit departments' vetting and approval; and
- the installation of the necessary Equipment to provide the requested Service.

4.3 The term of this Agreement shall commence as of the Effective Date and shall continue in effect for the minimum period set out in an OF (the "**Term**"). Upon expiry of the Term, this Agreement shall automatically renew for one (1) month at a time (each a "**Renewal Term**") unless either Party notifies the other Party in writing that it desires to terminate this Agreement at least thirty (30) days in advance of the expiration of the Term or on thirty (30) days' written notice during any Renewal Term.

5 SERVICES ACCEPTANCE.

The installation of the Services shall be deemed to be accepted by Customer within twenty-four (24) hours of the Notice of Completion. Provider shall rectify any problems with the Services notified to Provider by Customer in writing during this period at no additional cost.

6 PAYMENT TERMS.

6.1 Provider shall invoice all Service Charges in advance, except for charges that are dependent on usage, which shall be billed in arrears. Customer shall pay all amounts due to Provider in the manner designated by Provider within thirty (30) days from the date of invoice (the "**Due Date**"). Customer shall ensure that all payments are made free of bank charges.

6.2 All Service Charges, fees and expenses set out in the OF are exclusive of all applicable taxes and duties, which taxes and duties shall be payable by the Customer.

6.3 If Customer fails to pay any amount due by it in terms of this Agreement on or before the due date as reflected on an invoice provided to Customer by Provider, the Provider shall be entitled, in addition to its remedies at law and those arising from this Agreement, to charge interest (Default Interest Rate). Such interest shall accrue from the day following the date payment of the amounts was due until the date such overdue amounts are paid in full, and such interest shall be payable as specified in an invoice.

6.4 Customer shall pay Provider a cancellation charge equal to the sum of fifty percent (50%) of the contracted Service Charges if Customer cancels a Service prior to Provider's issuance of a Notice of Completion and upon prior written notice to Provider.

6.5 Customer's right to cancel any particular Service under Section 6.4 shall no longer apply upon Provider's delivery of a Notice of Completion for such Service. In the event that Customer terminates the Agreement and/or any OF during the Term, Customer shall pay to Provider a termination charge equal to the Service Charges for the remainder of the Term, except if the termination is done in terms of Section 14.6.

6.6 Customer is responsible for all Service Charges incurred with respect to Service, even if incurred as the result of fraudulent or unauthorized use of Service; except Customer shall not be responsible for fraudulent or unauthorized use by Provider or its employees.

7 SERVICE LEVELS.

7.1 Services levels for each Services will be specified in the relevant OF.

7.2 To report issues related to Service performance, Customer may contact Provider at the telephone number or email address or online portal address provided by Provider to Customer from time-to-time. In order for Provider to investigate any reported issues, Customer agrees to provide Provider with supporting information as reasonably requested by Provider.

7.3. Where the Customer has reported an issue with the performance of a Service and Provider has proven the cause of such issue to be beyond the SEACOM Network or the Service demarcation, Provider may charge Customer for any costs incurred in determining the cause of such issue at Provider's standard professional services rates (including those of third-party subcontractors) which can be requested by Customer from Provider from time to time.

8 FORCE MAJEURE.

8.1 Provider shall not be held responsible for any delay or failure in performance of any of its obligations under this Agreement, to the extent such delay or failure is caused by a Force Majeure Event.

8.2 If a delay or failure referred to in Section 8.1 occurs, the Provider shall be excused from further performance of observance of its obligation(s) so affected for as long as such circumstances prevail. If such Force Majeure Event endures for a period of more than 30 (thirty) days, either Party may terminate the affected OF and/or Agreement by written notice to the other.

9 CUSTOMER RESPONSIBILITIES.

9.1 Customer shall comply with Provider's Acceptable Use Policy available at http://seacom.mu/SEASA_AUP_2015.pdf. Customer is solely responsible for ensuring that internal users make use of the Services lawfully and that Customer and its internal users comply with all applicable Laws, the terms of this Agreement (including any applicable OF) and the Acceptable Use Policy.

9.2 Customer shall ensure that it has the necessary approval from its landlord for the installation of the Service at its premises. Where Customer is not able to obtain such approval from the landlord or fails to adhere to any other reasonable instruction issued by Provider, or where such approval is not obtained and instructions not complied with within a reasonable period of time, Provider may cancel the delivery of the Service and the penalty provided for in Section 6.4 will apply.

9.3 Customer shall at its expense allow or secure Provider or its contractors access to the Customer Premises as soon as reasonably practicable for the installation, inspection and planned maintenance or emergency maintenance of Equipment relating to the Service. Customer will be responsible for providing and maintaining, at its own expense, the proper environment for the Equipment on the Customer Premises. Customer shall reimburse Provider for the actual cost of repairing or replacing any Equipment and/or any part of the SEACOM Network damaged or destroyed as a result of Customer's failure to comply with Provider's instructions.

9.4 Where a Service terminates at the Customer Premises, the charges set forth in the OF assume the Service will terminate at a pre-established demarcation point within the Customer Premises. In the event that Provider determines that it is necessary to extend the demarcation point through the provision of additional infrastructure, cabling, electronics or other materials, Provider may pass through to Customer any actual cost incurred by Provider which is not otherwise set forth in the OF. Provider will notify Customer of any additional charges associated with the changed demarcation point as soon as practicable after Provider has determined the amount of such charges. Customer will have thirty-six (36) hours to reject such charges. If Customer rejects the charges, the penalty provided for in Section 6.4 will apply.

10 SERVICE MODIFICATIONS AND CHANGE CONTROL.

10.1 Customer may upgrade a Service at any point during the Term set out in an OF, by submitting to Provider an upgrade OF and subject to Provider's acceptance of such upgrade OF. The term of the upgrade will be as set out in the applicable OF.

10.2 Downgrade of a Service will be deemed as a cancellation of the original OF as per Section 6.5 above and a new OF will be required for the lower capacity.

10.3 Where a managed device is offered, the support is limited to the support offered by the device manufacturer to Provider. This includes both hardware and software support limitations.

10.4 Provider reserves the right to maintain full access control of equipment. Customer will have no access to equipment configuration and may not change or attempt to change the equipment configuration

10.5 All change requests, post Service acceptance, are subject to review and approval. Provider reserves the right to charge for change requests, should they be approved.

10.6 Unless agreed in writing, and subject to any additional charges, no modifications or changes requested by Customer to the Service will be done by Provider or its contractors outside of Standard Business Hours.

10.7 SITE MOVES.

10.7.1 Upon request from Customer, Provider will attempt to move the Service from the current Customer Premises to a new location, subject to accepted feasibility and required approvals at the new location within reasonable timeframes. Additional charges will apply for the move. Should the new location be deemed unfeasible, Customer may request early contract termination, which will be calculated as a termination charge equal to the Service Charges for the remainder of the Term as per Section 6.5 above.

10.7.2 All Services are contracted per address as specified in the OF. Should Customer move premises before the Term expires, the Provider reserves the right to continue with charges, as indicated in the OF, regardless of the Customer's change of address.

10.7.3 All moves requests require a ninety (90) day notice period and are subject to feasibility and both Parties' approval.

11 EQUIPMENT.

11.1 All rights of ownership in and to any Equipment: (a) supplied by Provider to Customer on a loan or rental basis, shall remain vested in Provider; or (b) purchased by Customer from Provider, shall transfer to Customer upon receipt of full payment for such Equipment by Provider.

11.2 All risk in and to the Equipment shall pass to Customer on delivery thereof at the Customer Premises, and Customer shall be liable for any and all loss, theft or destruction of or damage of such Equipment.

11.3 In the event of damage to or the loss, theft or destruction of the Equipment or any portion thereof after delivery of the Equipment, Customer shall be obliged to replace and/or repair or to pay to Provider the cost of replacing and/or repairing the Equipment so damaged, lost, stolen or destroyed.

11.4 Customer undertakes:

- to apply a degree of care no less than it would have if the Equipment belonged to it and shall take all reasonably necessary precautions to avoid loss, theft or destruction of or damage to the Equipment;
- not, in any manner, alienate, encumber or otherwise dispose of the Equipment; and
- not to procure repair or maintenance of the Equipment by any third party without the prior written consent of Provider.

12 LICENSING.

12.1 With effect from the Service Commencement Date, and in return for payment of the relevant charges for the duration of the Term, Provider grants to Customer a non-exclusive, non-transferable licence to permit the use of the Licensed Technology as provided and implemented by Provider pursuant to the OF. Customer acknowledges that its rights to permit use of any 3rd party software are further specified in the licence terms of the relevant supplier of such 3rd party software.

12.2 Customer shall not, and shall not permit, whether directly or indirectly, any third party, to-

- modify, adapt, translate, reproduce, distribute, use, rent, lease, share, sell, assign, sub-license or otherwise transfer any part of the Licensed Technology;
- remove, alter or conceal any proprietary notices or labels on the Licensed Technology; or
- reverse assemble, decompile or reverse engineer any 3rd party of Provider Software, whether in whole or in part, or otherwise attempt to derive the source code of any 3rd party or Provider Software.

13 REPRESENTATIONS AND WARRANTIES.

Each Party hereby represents and warrants to other Party that (a) it is an entity duly incorporated under the Laws of South Africa; (b) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action and this Agreement is valid, binding and enforceable in accordance with its terms; and (c) the execution, delivery and performance of this Agreement does not violate, conflict with or constitute a breach of any Laws or any order of court or Governmental Authority.

14 SUSPENSION AND TERMINATION.

14.1 Provider may suspend the Services if Provider suspects unlawful or prohibited conduct in relation to use of the Services, and Customer shall be responsible for all costs incurred by Provider in relation to such unlawful or prohibited conduct, which costs shall be payable by the Customer on demand.

14.2 If Customer fails to remedy its breach of any material term or condition of this Agreement and/or any OF within fifteen (15) days after receipt of notice from Provider of such breach, Customer shall be in default and Provider may, at its option, immediately and with no further notice: (a) terminate the Services and the corresponding OF; or (b) temporarily block or suspend such Services. It is a material term of this Agreement, that Section 14.3 and 14.4, will apply to any termination or suspension contemplated in this Section 14.2.

14.3 Upon termination as described in Section 14.2, (a) Provider shall have no further duties or obligations hereunder and (b) Customer shall be liable for all Service Charges incurred as of the termination date as well as for the balance of all Service Charges that would have been paid until the end of Term of all of the terminated Services, as well as any costs and expenses incurred by Provider related to such termination of Services.

14.4 In the event that Provider suspends Services pursuant to the provisions of this Section 14, Customer may not cancel this Agreement or withhold or defer payment or be entitled to a reduction in any charge or have any other right or remedy against Provider, its employees, its agents or any other persons for whom it may be liable in law. Provider may claim, and Customer shall pay upon demand, a reasonable charge for re-commencing the provision of the Services (if applicable).

14.5 Without limiting or derogating from the further provisions of this Section 14, the Provider may also suspend the Services where:

- the Provider is ordered to do so by a court of competent jurisdiction;
- the suspension is necessary for the Provider to conduct maintenance; or
- the Provider becomes aware of a potential threat to the proper operation or security of the Services.

14.6 In the event that the Provider fails to meet the acceptable industry standards associated with the Service the Customer must notify the Provider in writing of its failure to achieve these standards in a consecutive two (2) month period. If the Provider fails to rectify the failure within fifteen (15) days of such notification the Customer may terminate the applicable OF.

15 LIMITATION OF LIABILITY AND DISCLAIMERS.

15.1 Except as expressly set forth in this Agreement or in any OF, and to the maximum extent permitted by law, Provider hereby disclaims any representations or warranties, express or implied, regarding the SEACOM Network, Equipment and Services provided by Provider hereunder, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, non-infringement, and any implied warranties whatsoever. Further, Provider does not warrant that the information transmitted by or available to Customer by way of the Services: (a) will be preserved or sustained in its entirety; (b) will be delivered to all users; (c) will be free of inaccuracies or defects or bugs or viruses of any kind; or (d) will be secured against unauthorised access or monitoring by any third party.

15.2 To the maximum extent permitted by law, neither will Party be liable to the other for indirect, incidental, consequential or special damages, whether arising under this Agreement or otherwise (even if a Party has been advised of the possibility of such damages), such as, but not limited to, loss of revenue or business, costs of delay, costs of lost or damaged data or documentation or restoration costs, whether arising under contract or delict.

15.3 Subject to Section 15.2, and to the maximum extent permitted by law, in no event shall Provider be liable to Customer for any losses or damages which constitute direct and/or general damages with respect to this Agreement, whether arising in contract or delict, for any amounts in excess of the total amount paid or payable for the prior (6) month period by Customer under this Agreement for all Services.

16 GOVERNING LAW, VENUE, AND DISPUTE RESOLUTION.

16.1 This Agreement shall be governed by and construed in accordance with the Laws of South Africa.

16.2 The Parties shall endeavour to settle amicably, prior to taking any other legal actions, by mutual discussions, any disputes or claims related to this Agreement ("Dispute"). An aggrieved Party shall provide a written notice to the other Party of its intention to engage in formal discussions to resolve the dispute. Any Dispute which arises shall be referred to a committee consisting of two (2) members appointed by Customer and two (2) members appointed by Provider, who will use their best efforts to resolve the Dispute within fourteen (14) days of the Dispute having been referred to them.

16.3 In the event the committee members are unable to resolve the dispute within such fourteen (14) days period, either Party may provide written notice to the other Party requesting escalation of the dispute to the Parties' next appropriate level of management ("Senior Management"). The Parties will in good faith schedule a meeting of Senior Management within ten (10) days from such notice. Senior Management will meet to discuss the matter and will endeavour, in good faith, to settle the dispute within fifteen (15) days from the meeting.

16.4 If the Parties' Senior Management are not able to resolve the dispute within fifteen (15) days from the date upon which the meeting was held and unless otherwise agreed upon, either Party shall seek relief in a court of competent jurisdiction in order to protect its rights.

16.5 Any notices, including a demand for arbitration shall be deemed served when delivered to the address indicated in Section 17 below.

17 NOTICES.

17.1 Each notice, demand, certification or other communication made in connection with this Agreement shall be in writing and shall be delivered by hand or sent by registered mail or by electronic mail to the address of the respective Party as shown below (or such other address as may be designated in writing to the other Party, with such address becoming effective 5 (five) business days after receipt of the notice of the change.)

If to Provider: SEACOM South Africa (Pty) Ltd.
Address: Building 7, Design Quarter District
Leslie Avenue, Magaliesig
Johannesburg
Attention: The Director
Email: notice@seacom.com

If to Customer: **Customer details as set out in an OF.**

17.2 Any notice, demand or other written communication shall be deemed to have been received, if delivered by hand, at the time of delivery or, if posted, at the expiration of seven (7) days after the envelope containing the same shall have been deposited in the post for such purpose, postage prepaid, or if sent by electronic mail, two days after the date of transmission.

18 COMPLIANCE.

18.1 Both Parties shall comply with the provisions of all applicable laws and regulations at such party's expense, of all licenses, permits, certificates or other approvals and the requirements of different industry standards applicable to the performance of the Services.

18.2 Subject to the provisions of the Regulation of Interception and provision of Communication-related Information Act 70 of 2002 (RICA), the Customer acknowledges Provider's obligations, and undertakes to comply with its own obligations as provided for in RICA.

18.3 Whilst the Provider undertakes to comply with the principles of the Protection of Personal Information Act 4 of 2013, the Customer hereby consents to the collection, processing, transfer and storing of its personal information in the course of the performance of this Agreement. Provider's Privacy Policy is accessible at <https://seacom.com/privacy-policy>.

18.4 Both Parties warrant that they shall not make, in or for this Agreement any payments, loans, gifts, promises or offers of payments, loans, gifts of any money or anything of value, directly or indirectly, (i) to or for the use or benefit of any official or employee of any government or an agency or instrumentality of any such government, (ii) to any personnel, agents, consultants or other persons engaged, (iii) to any political party or official or candidate thereof, (iv) to any other person if the party making or offering such payments, loans, gifts or promises or offers knows or has reason to know that any such payment, loan, or gift will be directly or indirectly given or paid to any governmental official or employee or political party or candidate or official thereof, or (v) to any other person or any entity, the undertaking, commitment, provision, payment or other execution of which would violate the laws or regulations of any country in which this Agreement is to be performed.

18.5 No provision of this Agreement limits or excludes any warranties or obligations which are implied into this Agreement by any applicable law to the extent that the law does not allow them to be limited or excluded including the application of the Consumer Protection Act to consumers as defined.

19 SECURITY.

19.1 The Provider will implement measures to ensure the security of the SEACOM Network and the physical security of its premises, but gives no warranty that no:

- i. breach of security will take place;
 - ii. unauthorised person will obtain access to the SEACOM Network and/or its physical premises
- (each a "**Security Violation**").

19.2 If the Customer discovers a Security Violation, or if there are reasonable grounds to believe that a Security Violation has or will occur, it must immediately notify the Provider.

19.3 To the maximum extent permitted by law, the Provider is not liable for any loss, claim or harm suffered by the Customer directly or indirectly related to a Security Violation.

19.4 The Customer must not do anything that may prejudice the security of the SEACOM Network, and must take all reasonable measures necessary to ensure that no Security Violation occurs, include taking reasonable measures to ensure that:

- i. no unlawful access is gained to the SEACOM Network or the Provider's premises;
- ii. no malicious code is introduced into the SEACOM Network; and
- iii. any Internet Protocol ("**IP**") address range assigned to the Customer cannot be attacked by third parties.

19.5 If a Security Violation occurs, or the Provider is of the view that there are reasonable grounds to believe that a Security Violation has or will occur, the Provider may take whatever steps it considers necessary to maintain the proper functioning of the SEACOM Network including without limitation:

- i. changing the Customer's access codes and passwords (or those of any user of the SEACOM Network);
- ii suspending the Services; and/or
- iii. preventing access to the SEACOM Network.

19.6 The Customer must give its full cooperation to the Provider in any investigation that may be carried out by the Provider regarding a Security Violation.

19.7 If the Customer is providing any service to third parties that makes use of the SEACOM Network, the Customer must contractually bind those third parties to equivalent terms regarding security as are set out in this Section 19.

20 MISCELLANEOUS.

20.1 In the event that any tariffs are filed with a Governmental Authority regarding any Services ordered by Customer, then (to the extent such provisions are not inconsistent with the terms of a OF) the terms set forth in the applicable tariff shall govern Provider's delivery of, and Customer's consumption or use of, such Service.

20.2 This Agreement shall not be ceded or assigned by either Party without the written consent of the other Party, which shall not be unreasonably withheld or delayed, except that no such consent shall be required in case of an assignment of this Agreement as a whole as part of a merger or sale of all or substantially all of the other Party's assets. Any cession, assignment, transfer or other disposition by Customer in violation of this Section 20 shall be null void and of no force and effect. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Notwithstanding any assignment by the Customer, the Customer shall remain liable for the payment of all Service Charges due under each OF.

20.3 Any provision of this Agreement which by its context is intended to apply after termination of this Agreement shall survive its termination.

20.4 During the performance of this Agreement, it may be necessary for Provider to transfer, process and store billing and utilization data and other data necessary for Provider's operation of the SEACOM Network and for the performance of its obligations under this Agreement. Customer hereby consents to Provider's (a) transfer, storage and processing of such data; and (b) use of such data for its own internal purposes and as allowed by law. This data will not be disclosed to third parties.

20.5 Each Party agrees to keep confidential any information which is by its nature constitutes confidential information and shall not disclose such information without the other Party's written consent.

20.6 Each Party shall retain ownership of its intellectual property rights. Neither Party shall have the right to use the other Party's intellectual property, including trademarks, service marks or trade names.

20.7 This Agreement constitutes the entire understanding of the Parties related to the subject matter hereof. All prior written or oral agreements, understandings, communications or practices between Provider and Customer are hereby superseded insofar as they relate to the Services being provided hereunder.

20.8 This Agreement may be amended by Provider from time to time. The latest applicable version will be published on the SEACOM website.

20.9 No waiver, suspension or postponement by either Party of any right arising out of or in connection with this Agreement shall be of any force or effect unless in writing and signed by that Party. Any such waiver, suspension or postponement will be effective only in the specific instance and for the purpose given.

20.10 If any provision of this Agreement shall be held to be invalid or unenforceable, it shall be severed from this Agreement, and the remaining provisions shall remain in full force and effect and Provider and Customer shall promptly negotiate a replacement.

20.11 This Agreement is for the sole benefit of the Parties. Nothing expressed or implied in this Agreement shall give, or be construed to give, any person other than the Parties themselves any legal remedies or causes of action hereunder or in respect hereof.

20.12 The headings of Sections in this Agreement are for convenience and reference only and are not intended to restrict, affect or influence the interpretation or construction of provisions in any Section.

20.13 No amendment, variation or modification of the terms and conditions of this Agreement and OF shall be valid unless such amendment, variation or modification has been countersigned by both Parties