TWINFIELD CARIBBEAN BV GENERAL TERMS AND CONDITIONS OF TWINFIELD SUBSCRIBERS

GENERAL

Twinfield Caribbean B.V. is the strategic partner from Twinfield International N.V. in the following Caribbean countries: U.S. Virgin Islands, Anguilla, Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bermuda, British Virgin Islands, Cuba, Dominica, Dominican Republic, Grenada, Guadeloupe, Haiti, Jamaica, Cayman Islands, Montserrat, Curacao, Bonaire, St.Eustasius, Saba, Puerto Rico, Saint Kitts and Nevis, Saint Lucia, Saint Vincent and the Grenadines, Trinidad and Tobago, Turks and Caicos Islands, Navassa, Saint Barthelomy, St. Maarten and Surinam.

1. DEFINITIONS

1.1 In these terms and conditions, the following capitalised terms have the meaning set forth here under:

Administration: financial records which are kept with the use of the Webservice;

Accounting Subscription: a subscription to the Webservice, giving Users access to one or more Stand-alone Administrations;

Environment: an environment in the Webservice dedicated to Subscriber;

External Administration: an Administration which is kept by a Twinfield Partner for Subscriber and to which Subscriber has access via the Webservice;

External Subscription: a subscription to the Webservice giving a User access to one or more External Administration on behalf of Subscriber;

Order Form: the electronic order form on Twinfield's website which has been completed and submitted to Twinfield by Subscriber or any other document in which these terms and conditions have been declared applicable;

Partner Environment: an environment in the Webservice dedicated to a Twinfield Partner;

Parties: Subscriber and Twinfield;

Price List: Twinfield's price list for the use of the Webservice and associated services, as amended from time to time;

Report: a report from an User to Twinfield on a problem relating to the Webservice or a question about the use or the implementation of the Webservice;

Servers: a collection of dedicated computers and related hardware managed by Twinfield International N.V., upon which is installed webserver software, support software or database software for providing the Webservice via the Internet;

Service Hours: the opening hours of Twinfield's helpdesk, being Monday to Friday 08.00-18.00 UTC -04:00;

Special Conditions: any special terms and conditions which may have been agreed between the Parties;

Stand-alone Administration: an Administration in the Webservice which is kept by Subscriber pursuant to an Accounting Subscription;

Subscriber: the natural or legal person who has submitted the Order Form and has therewith entered into the Subscription Agreement;

Subscription: either an Accounting Subscription or an External Subscription;

Subscription Agreement: the agreement referred to in Article 2.1;

Subscription Conditions: the terms and conditions published on Twinfield's website which apply to each of the Subscriptions of Subscriber;

Super User: an User who has been appointed by Subscriber as administrator of the Environment;

Support: the provision of customer support pursuant to Article 16;

Twinfield: Twinfield Caribbean B.V.,, with it registered seat at Curaçao, and its office address at Emancipatieboulevard 29;

Twinfield Partner: an accountancy firm, accounting office or other service provider who has a Partner Environment and keeps Administrations for its subscribers;

User: a natural person who is authorised by Subscriber to use

the Webservice on behalf of Subscriber and has access to one or more External or Stand-alone Administrations;

Webservice: the on-line web application for bookkeeping supplied by Twinfield International N.V.

2. APPLICABILITY

2.1   These terms and conditions, together with the Order Form, the Subscription Conditions and any Special Conditions constitute the Subscription Agreement between Subscriber and Twinfield and are legally binding on Subscriber and Twinfield. The Subscription Agreement applies to each Subscription taken out by Subscriber.

2.2   The documents constituting the Subscription Agreement have the following order of priority: the Order Form; the Special Conditions (if any); the Subscription Conditions; these terms and conditions. In case of conflict between those documents, the document with the highest priority will prevail.

2.3   Twinfield may make amendments to the Subscription Agreement. In case of an amendment, Twinfield will give Subscriber at least 30 days notice thereof. An amendment will be considered to be accepted by Subscriber if Subscriber does not reject the Amendment within 30 days following the notification thereof. If Subscriber rejects the amendment, Twinfield will be entitled to terminate the Subscription Agreement by giving at least 30 days notice of termination with effect from the end of a calendar month.

3. SUBSCRIPTIONS

3.1   An Accounting Subscription entitles Subscriber to give one User access to the Webservice in order to keep at most 5 Stand-alone Administrations for Subscriber or its affiliated companies. The functions offered under an Accounting Subscription and the rights attached to an Accounting Subscription depend on the subscription level. Subscriber may give access to its Stand-alone Administration(s) in order to inspect those Administrations to an accountancy firm, accounting office or other similar service provider. Twinfield may require that such accountancy firm or service provider meets certain standards of competence set by Twinfield.

3.2   If Subscriber wishes to give access to its Stand-alone Administrations to more than one User or wishes to give a

User access to more than 5 Stand-alone Administrations, it must take out one additional Accounting Subscription for each additional User and for each 5 additional Stand-alone Administrations to which a User will get access.

3.3   An External Subscription entitles Subscriber to give one User access to at most 5 External Administrations in order to inspect those Administrations and/or make certain entries in those Administrations and/or perform certain tasks in respect of such Administrations. The functions offered under an External Subscription and the rights attached thereto depend on the Subscription level and the corresponding Subscription Conditions.

3.4   If Subscriber wishes to give access to its External Administrations to more than one User or wishes to give a User access to more than 5 External Administrations, it must take out one additional External Subscription for each additional User and for each 5 additional External Administrations to which a User will get access.

3.5   Subscriber acknowledges to be familiar and agrees with the functions offered under each of the Subscriptions taken out by Subscriber and the rights attached to those Subscriptions.

3.6   Twinfield will, at the written request of Subscriber, create Stand-alone Administrations, Users and Subscriptions for Subscriber, or remove Stand-alone Administrations, Users or Subscriptions from the Webservice. If the number of Users or Administrations or the functions of the Webservice used by a User does not correspond with the Subscriptions of Subscriber, Twinfield may charge Subscriber for one additional Subscription for each additional User and each additional 5 Administrations to which a User has access. In addition, Twinfield may charge Subscriber in respect of each User for the subscription level which corresponds with the most comprehensive functions of the Webservice used by or made available to such User.

3.7   With the exception of article 3.1, Subscriber may only register its officers, employees and other persons employed or engaged by Subscriber as Users. On request of Twinfield Subscriber must demonstrate that an User meets these requirements. The burden of proof that a User meets these requirements rests on Subscriber.

3.8 If Subscriber meets the requirements of Twinfield which apply to first level subscribers, it may opt for an Environment. The Environment will be dedicated to Subscriber for maintaining its Stand-alone Administration. Subscriber may create Stand-alone Administrations, Super Users and Users in the Environment. Subscriber shall register in the Environment to which Administrations each User has access and which Subscription(s) apply to each Users. If Subscriber has obtained an Environment it may not open or maintain Stand-alone Administrations outside the Environment. Article 3.6 applies accordingly to Users and Administrations created in the Environment and the Subscriptions registered in the Environment.

4. SUBSCRIPTION FEES

4.1 The fees for Subscriptions are charged on a monthly basis and are payable in arrears. The fees for Subscriptions are based on the maximum number of Subscriptions of Subscriber and the most comprehensive Subscription for each User during the relevant month.

4.2 Twinfield will be entitled to suspend one or more User's access to the Webservice or the access of all Users to one or more Administrations if the number of Users or Administrations, the number of Administrations to which a User has access, or the functions used by a User do not correspond with the Subscriptions of Subscriber. Twinfield will be entitled to suspend a User's access to the Webservice if it has prima facie evidence that such User does not meet the requirements set forth in Article 3.7. Twinfield is entitled to remove a Stand-alone Administration if such Administration is not related to the business of Subscriber or an affiliated company of Subscriber.

4.3 Subscriber must give timely notice to Twinfield if it wishes to terminate a Subscription or remove an Administration or User from the Webservice. If Subscriber has obtained an Environment it will be responsible for the timely removal from the Environment of Subscriptions and Administrations that are no longer used and Users who it no longer wish to admit to the Environment or certain Administrations. Subscriber shall be charged and pay for each Subscription until such Subscription and the relevant

Administrations and Users have been removed from the Webservice or the Environment and the minimum term and the notice period of the Subscription have expired.

5. PRICING AND TERMS OF PAYMENT

5.1 The fees to be paid by Subscriber to Twinfield for the use of the Webservice and additional services are to be Twinfield's list prices as specified in the Price List. The prices for services which are not specified in the Price List will be determined by agreement.

5.2 Twinfield is entitled to increase its fees annually with the same percentage as the increase of the consumer price during the prior year as published by Statistics Netherlands (Centraal Bureau voor de Statestiek) and to round up those prices to whole USD.

5.3 Twinfield will send Subscriber an invoice each month for the use of the Webservice in the prior month. The fees for training sessions are due in advance. Consultancy services will be charged to and paid for by Subsriber after they have been provided. Consultancy services which are provided during more than one calendar month will be charged on a monthly basis in arrears. Twinfield may demand advance payment of the fees for consultancy services.

5.4 Subscriber shall pay Twinfield's invoices within 14 days from the date of invoice. If Subscriber disagrees with an invoice, it must give Twinfield notice thereof within 2 months following the invoice date. If no objection has been made against an invoice within this term, the indebtedness of the invoice amount by Subscriber will therewith be established. Subscriber will be in default if it fails to pay an invoice in time. A failure of Subscriber to pay any amount due to Twinfield in time shall be considered as a material breach of the Subscription Agreement.

5.5 Twinfield may request Subscriber to pay by direct debit. In case of such payment by direct debit, the amount of the invoice will be debited from Subscriber's account on the day of the invoice. If Subscriber does not agree to payment by direct debit or the direct debit entry fails or is not honnored, Twinfield will be entitled to charge an administration fee to Subscriber of at most € 5,- per invoice.

5.6 All payments made by Subscriber will first be applied against the oldest of any outstanding invoices from Twinfield, irrespective of any other indication by Subscriber. Subscriber may not postpone payment or withhold payment of any amount due to Twinfield because of any set-off, counterclaim, abatement, or other reason.

5.7 Twinfield is authorised to read out, whether or not automatically, the user management data entered in the Environment and to use those data to ensure correct calculation and invoicing of the fee for the use of the Webservice to Subscriber. In addition, Twinfield has the right to check the numbers of Users, Administrations and Subscriptions maintained by Subscriber in the Webservice.

5.8 If Subscriber fails to pay Twinfield on the due date, Twinfield may:

a. charge interest on the overdue amount at the rate of 4% per annum above the 3-months Euribor rate from time-to-time. The interest period shall run from the due date of payment until receipt of the full amount by Twinfield. Notwithstanding the foregoing, Twinfield may in the alternative claim interest under Article 6: 119a of the Dutch Civil Code; and

b. suspend all provision of the Webservice to Subscriber until payment has been made in full.

5.9 All sums payable by Subscriber to Twinfield shall become due immediately on the termination of the Subscription Agreement, despite any other provision.

6. LIABILITY

6.1 Twinfield's liability to Subscriber for whatever reason is limited to the amount of the aggregate fees paid by Subscriber to Twinfield for the use of the Webservice during the 12 months period preceding the event which cause the loss or damage. Twinfield is not liable to Subscriber for any loss or damage of Subscriber caused by loss of business, loss of profit, loss of goodwill, business interruption, or loss or corruption of data. Twinfield cannot invoke this limitation of liability clause if the loss or damage has been caused by an intentional act or gross negligence of Twinfield or senior management of Twinfield.

6.2 In addition to Twinfield, each of its affiliated companies,

employees, agents and sub-contractors may invoke the limitation of liability set forth in Article 6.1.

6.3 This article 6 shall survive termination of the Subscription Agreement.

7. INDEMNITIES

7.1 Subscriber shall indemnify Twinfield against all liabilities, costs, expenses, damages and losses (including legal costs and expenses) suffered or incurred by Twinfield arising out of or in connection with:

a. any breach of Articles 12.7, 12.13, 15.2 and 15.6;

b. any third party claim arising out of or in connection with Subscriber's unauthorized use or adaptation of the Webservice;

c. any claim by a Twinfield Partner arising out of or in connection with Subscriber's use of, or omission with regard to the use of the Webservice;

d. claims from third parties that are based on an allegation that the information saved and/or exchanged by Subscriber or Internal Users is unlawful.

7.2 This Article 7 shall survive termination of this Agreement.

8. IP RIGHTS AND RIGHTS IN THE ADMINISTRATIONS

8.1 Subscriber acknowledges and agrees that all intellectual property rights in the Webservice, including the functional and technical design, the lay out, the programming, the structure of the database, the functionalities and the source codes of the Webservice, and all related documents exclusively belong to Twinfield or its licensors. The provision of the Webservice or any related product or service does not imply any transfer of intellectual property rights to Subscriber.

8.2 All rights of whatever nature in the data in a Stand-alone Administration belong to the Subscriber.

8.3 At the request of Subscriber and at Subscriber's expense, Twinfield will cooperate in the transfer of an External Administration kept for Subscriber by a Twinfield Partner to the Partner Environment of another Twinfield Partner or to Twinfield's own environment in the Webservice, or the transfer of a Stand-alone Administration to a Partner Environment. Twinfield does not warrant that such transfer

will be possible or permitted by the first mentioned Twinfield Partner and will not incur any liability in respect of such transfer. Such transfer will be charged to and paid for by Subscriber at the rate set forth in the Price List.

9. TERM AND TERMINATION

9.1 A Subscription is entered into for an indefinite period and shall continue for a minimum period of one year, unless terminated as provided in Article 9.3. Either Party may terminate the Subscription Agreement for convenience after the minimum period has lapsed by giving 30 days written notice to the other Party with effect from the end of a calendar month.

9.2 The Subscription Agreement becomes effective on the date of the submission of the Order Form by Subscriber and terminates by force of law upon the termination of all Subscriptions.

9.3 Without prejudice to any other rights or remedies to which the Parties may be entitled, either Party may terminate the Subscription Agreement with immediate effect without liability to the other Party if:

a. the other Party commits a material breach of any of the terms of the Subscription Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that Party being notified in writing of the breach;

b. the other Party commits persistent breaches of the Subscription Agreement (such breaches having been notified), so as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to abide by the Subscription Agreement;

c. the other Party has been declared bankrupt or granted moratorium;

d. the other Party takes or suffers any similar or analogous action in any foreign jurisdiction in consequence of debt; or

e. the other Party ceases its business.

9.4 In case of termination of the Subscription Agreement all Subscriptions shall automatically end.

9.5 On termination of the Subscription Agreement for any reason:

a. Subscriber shall no longer have access to the Webservice;

b. the right of Subscriber to use the Webservice lapses immediately and Subscriber shall cease all use of the Webservice;

c. Twinfield will no longer be responsible for saving the data in the Stand-alone Administrations and the Environment. The data referred to in Article 21.2 shall be made available to Subscriber, provided that Subscriber makes a written request to that effect to Twinfield within one month after the effective date of the termination of the Subscription Agreement, in which case Article 21.2 shall apply;

d. the accrued rights of the Parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

9.6 In case of the termination of a Stand-alone Administration or all Subscriptions in respect of a Stand-alone Administration, Twinfield will no longer be responsible for saving the data in such Administration. The data in the terminated Administration referred to in Article 21.2 shall be made available to Subscriber, provided that Subscriber makes a written request to that effect to Twinfield within one month after the effective data of the termination of the Administration, in which case Article 21.2 shall apply.

9.7 Twinfield will be entitled to charge a fee for saving data after termination of a Stand-alone Administration or all Subscriptions in respect of a Stand-alone Administration.

10. FORCE MAJEURE

10.1 Twinfield shall not be in breach of the Subscription Agreement, nor liable for any failure or delay in performance of its obligations under the Subsscription Agreement arising from or attributable to force majeure. Force majeure includes a failure of a supplier of Twinfield International N.V. and Twinfield, government measures or instructions, strikes, power cuts, internet or telephone interruptions and other circumstances beyond Twinfield's reasonable control.

10.2 If any delaying event under Article 10.1 continues for a period of 60 days of more, either Party may terminate the Subscription Agreement by giving written notice to the other Party of its intention to terminate the Subscription Agreement at the expiry of 14 days from the date of such notice, unless in the meantime the delay in performance has ended.

11. MISCELLANEOUS

11.1   Subscriber consents to Twinfield indicating in advertisements and brochures that Subscriber makes use of the Webservice and using Subscriber's name and logo for that purpose.

11.2   Subscriber consents to receiving messages, newsletters, advertisements and other communications from Twinfield by e-mail, unless it informs Twinfield via Twinfield's website or by e-mail to info@twinfield.cc that it does not wish to receive such communications.

11.3   All notices and other communications by Subscriber to Twinfield must be in writing and can be sent by e-mail to info@twinfield.cc. Subscriber will bear the burden of proof that an e-mail or other written communication has been received by Twinfield. All notices to Subscriber may be given by e-mail or a communication in the Webservice.

11.4   No amendment or variation of the Subscription Agreement shall be effective unless it is in writing and signed by both Parties or in accordance with Article 2.3.

11.5   Subscriber may not, without the prior written consent of Twinfield, assign, transfer, or pledge its rights and obligations under the Subscription Agreement, or allow a third party to make use thereof.

11.6   Twinfield may at any time assign, transfer, or in any other manner dispose of any or all of its rights and obligations under the Subscription Agreement. Twinfield may sub-contract or delegate any or all of its obligations under the Subscription Agreement to a third party.

11.7   The Subscription Agreement and all other agreements and legal relationships between the Parties shall be governed by and construed in accordance with Dutch law.

11.8   The Parties irrevocably agree that the Court of Amsterdam, the Netherlands, shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the explanation and performance of the Subscription Agreement and all other agreements and legal relationships between the Parties.

USE OF THE WEBSERVICE

12. PROVISION AND USE OF THE WEBSERVICE

12.1   The Webservice is offered from a central location as a shared generic solution. The Webservice is not specifically maintained for Subscriber.

12.2   Twinfield will send Subscriber the URL of the Webservice, a user code and a password within 5 working days after the date on which the Subscription Agreement becomes effective. Subscriber can use these to instruct Twinfield to register other Subscriptions, Stand-alone Administrations and Users.

12.3   If Subscriber has obtained an Environment, Subscriber will use the Webservice for keeping its Stand-alone Administrations and for managing those Administrations and the Environment. In case of an Environment, Subscriber will only have access to the Environment and the Administrations in the Environment.

12.4   If a second user tries to log in to the Webservice with a combination of user code and password that is already being used, the session already in use will automatically be terminated.

12.5   The Environment will contain 2 template Administrations. Subscriber may open a maximum number of 5 template Administrations free of charge.

12.6   Twinfield International N.V. has the right to modify the offered functionality of the Webservice from time to time to improve or change the functionality and correct errors. Twinfield International N.V. will make every effort to solve errors in the Webservice, but does not warrant that all errors are corrected. If a modification results in a change in the functionality, Twinfield will give notice thereof via an online communication in the Webservice or an e-mail to the Super User. No changes will be made or omitted for Subscribers or an individual Subscriber.

12.7   The Users determine which information is saved and/or exchanged using the Webservice. Twinfield has no knowledge of this information. Subscriber is responsible for ensuring that the information saved and/or exchanged by Users is lawful and does not breach the rights of third parties. Twinfield does not accept any liability whatsoever for the information saved and/or exchanged using the Webservice.

12.8 Twinfield is not responsible for the correctness of the data or the compliance by Users with accounting regulations. Twinfield International N.V. makes every effort to ensure that transactions entered by Users are correctly recorded and validated by the Webservice. However, information that is incorrectly entered by a User cannot be recognised as such by the Webservice and will consequently be incorrectly saved or recorded.

12.9 If it becomes apparent to Twinfield that the information that is saved in or exchanged via the Webservice is unlawful, then it will delete such information or block the access to it. In no case shall Twinfield be liable for damages resulting therefrom.

12.10 Twinfield, Subscriber and the Users are obliged to keep all user codes and passwords secret.

12.11 Twinfield is not liable for misuse or loss of user codes and passwords, and it may assume that the Users who login using a user code and password are actually the Users who have been authorised to do so by Subscriber. The moment Subscriber knows or has reason to suspect that user codes or passwords have fallen into the hands of unauthorised persons, it will immediately informed Twinfield thereof.

12.12 Each User can change her/his own password. Subscriber will endeavour to ensure that the Users change their password at least every 2 months.

12.13 Subscriber shall ensure that the Users carefully observe the user instructions and directions of Twinfield and are bound to the applicable practices of normal use of a webservice such as the Webservice. If the conduct of Subscriber or a User endangers the proper functioning of the Webservice, Twinfield will be entitled to block access to the Webservice by such User or all Users, without prior notice.

12.14 Twinfield applies no fixed limit to the quantity of data and/or master files that Subscriber or Users may process using the Webservice. However, this does not mean that Twinfield will permit an unlimited processing of such data. In case of higher than average use of an Administration or the Environment compared to the number of Subscriptions being paid for, Twinfield will inform Subscriber thereof. When Subscriber does not reduce or cause the reduction of such use, Twinfield may impose a reasonable increase in fees. If

Subscriber does not agree to pay the higher fees, Twinfield has the right to terminate the Subscription Agreement at no cost with 30 days notice.

12.15 If Subscriber wishes to allow one or more Users to log in via a single sign-on functionality it needs to sign a declaration to be obtained from Twinfield. The use of a single sign-on functionality will be at the risk of Subscriber.

12.16 Twinfield International N.V. is not permitted to use the data from the Environment or the Administrations, other than to provide services to Subscriber or, in respect of External Administrations, to the relevant Twinfield Partner. Twinfield is permitted to use the data in anonymous form for statistical purposes. Twinfield is allowed to use a copy of the Environment in the acceptance environment to monitor the correct functioning of the Environment or to test the correct functioning of an update of the Webservice.

12.17 The Webservice will be regularly audited by registered EDP auditors (RE) from a reputable independent IT audit firm.

12.18 Subscriber is able to inspect in the Webservice which Users use a certain functionality.

13. TRAINING SESSIONS

13.1 Subscriber can register Users to attend a Twinfield training session on the use of the Webservice. If the number of registrations in the judgement of Twinfield gives reason to do so, Twinfield is permitted to reschedule the training session or to combine it with one or more other training sessions. Twinfield gives no warranty whatsoever regarding the content or result of the training. Subscriber accepts that the training will be given by Twinfield to the best of its ability.

13.2 The fees for attending a training session, the cancelation policy and other terms and conditions in respect of training sessions are published on Twinfield's Website.

14. CONSULTANCY SERVICES

14.1 The Parties can separately and in writing agree on additional advisory and other services by Twinfield to Subscriber. Such services will be provided on a consulting basis. Twinfield shall use reasonable skill and care in the performance of such services in accordance with the consultancy agreement. Twinfield does not warrant that it will

achieve a specific result in providing consultancy services, even if it has committed itself to achieve such result.

14.2 If it is agreed that the consultancy services will be given in phases, Twinfield is authorised to defer the commencement of the services that form a part of a phase until Subscriber has approved the results of the preceding phase in writing.

14.3 Twinfield is only obliged to follow instructions by Subscriber regarding the performance of consultancy services if this is explicitly agreed in writing and does not require extra work, and provided that the instructions are reasonable and given in good time.

14.4 If an agreement to provide consultancy services is entered into with the view of having it performed by a specific person, Twinfield is nevertheless at all times authorised to replace this person with another person after notifying Subscriber.

15.   PRIVACY AND SECURITY

15.1 Twinfield and all employees of Twinfield shall observe strict confidentiality in respect of all data in the Administrations and the Environment and all information that can be derived there from. Twinfield and Subscriber will observe strict confidentiality in respect of all information on each others business which is of a confidential nature.

15.2 The use of the Webservice may involve processing personal data. In this regard, Twinfield will act as data processor as referred to in Article 1 sub e of the Dutch Data Protection Act (Wet Bescherming Persoonsgegevens) and shall observe all obligations resulting therefrom. Subscriber will be deemed to be the responsible person as referred to in Article 1 sub of the Dutch Data Protection Act in respect of the personal data in the Stand-alone Administrations and shall meet all its obligations resulting therefrom.

15.3 All staff who act under the authority of Twinfield and have access to personal data will observe confidentiality with respect to those personal data.

15.4 Twinfield will take reasonable measures to protect the personal data saved or processed in the Webservice and shall strictly adhere to the Dutch Data Protection Act. Twinfield will make reasonable effort to prevent unauthorised persons from accessing data of Subscriber. The information regarding these

measures will be made available to Subscriber for inspection, to a limited and responsible extent, on Subscriber's request.

15.5 The data of Subscriber will only be saved and processed on one of the Servers, all of which are located in a country forming part of the European Economic Area (EEA).

15.6 Subscriber shall take reasonable measures to ensure that the Users will use the customary security software that should normally be installed on a computer, such as anti-virus, anti-spam, anti-spyware, anti-malware, anti-phishing and firewall software, as well as the security measures that Twinfield makes available.

SERVICE LEVEL

16.   SUPPORT

16.1 Subscriber has the right to Support for the use of the Webservice with respect to the functionality of the Webservice. Support is available during Service Hours. Twinfield can only offer Support if Subscriber uses operating systems that are supported by the manufacturer of the operating systems. Support comprises general assistance regarding the Webservice, including explanation of the documentation, help to allow Subscriber to get the Webservice working correctly and, if Subscriber has taken out an Accounting Subscription, verification and analysis of the correctness of the entered and processed data. Support does not extend to the full operation of functions when no training has been followed by the User, or the provision of implementation, training and consultancy services.

16.2 If Subscriber has obtained an Environment, it shall appoint at least one Super User. One of the Super Users will act as principal contact person with Twinfield. Twinfield may require that a Super User meets certain standards of competence set by Twinfield or attends certain training sessions. Articles 5 and 13 shall apply to those training sessions.

16.3 Support is provided via an online helpdesk function in the Webservice or by telephone. Twinfield will be entitled to offer telephone support as a phone paid service. Support by telephone will only be given during Service Hours and will only be available to Super Users. Twinfield will endeavour

to adequately answer questions, but does not warrant the correctness and/or completeness of the answers. Questions regarding the method of accounting or internal bookkeeping regulations will not be handled.

16.4   Users can send Reports to Twinfield via the online helpdesk in the Webservice.

16.5   Subscriber shall enhance that, before making a Report, Users will first put their questions in respect of the Webservice to a Super User and consult the knowledge base behind the questions mark in the Webservice.

16.6   Twinfield and third parties who are engaged by Twinfield may have access to the Environment and the Administrations for providing Support and may make those changes to the Environment and the Administrations as they deem necessary for solving a problem indicated in a Report.

16.7   Support is provided from an office of Twinfield. If assistance is desired at the location of Subscriber, a separate agreement must be made at the then applicable rate. Article 14 will apply to such agreement.

16.8   Twinfield is not liable for the incorrect, incomplete or delayed sending and/or receipt of a Report submitted by a User, caused by the incomplete functioning of the telecom services or hardware of third parties and/or Subscriber.

16.9   Twinfield can freely choose which staff member deals with a Report. Subscriber cannot demand to be served by a specific person.

16.10   Subscriber can be charged by Twinfield for processing a Category 40 Reprt (as referred to in Article 17.1) If so, Twinfield will inform Subscriber in advance.

16.11   Subscriber can monitor in the Webservice how Twinfield follows up a Report.

17.   RESPONSE TIMES

17.1   Reports have the following priority:

a.   Category 10 Report: a report on the Webservice being entirely unreachable owing to a fault on the part of Twinfield International N.V., or the webservice having entirely stopped, such that none of the functions are available;

b.   Category 20 Report: a report on a problem that causes a serious application error, which can endanger the progress of an essential processing period, but which does not bring the entire Webservice to a stop;

c.   Category 30 Report: a report on a minor problem in the Webservice that does not require the immediate response of Twinfield;

d.   Category 40 Report: all questions and requests for information regarding the use or implementation of the Webservice.

17.2   The following response times apply within the Service Hours: Category 10 Reports: 2 hours, Category 20 Reports: 5 hours; Category 30 Reports: 8 hours; Category 40 Reports: 20 hours. In determining the response time, only Service Hours will be taken into account. Twinfield will decide in good faith which category applies to a Report.

18.   ACCESSIBILITY

18.1   Twinfield International N.V. will make every to ensure the accessibility of the Webservice by Subscriber for the purposes to which it is entitled.

18.2   Twinfield International N.V. will provide a minimum level of accessibility (uptime) of the Webservice of 99.6% per month, with the exception of the exclusions as indicated in Article 20. The above mentioned percentage is measured over a calendar month and at the closest measuring point. Accessibility is understood to mean that the Webservice is available on the internet at the URL provided to Subscriber and is actually provided on the Servers. Accessibility is not understood to mean the existence of a working point-to-point connection between the systems of Subscriber or the Twinfield Partner who maintains Subscriber's External Administrations and the Servers. Twinfield is not responsible for the systems at Subscriber or such Twinfield Partner and the connecting internet infrastructure.

18.3   The accessibility of the Webservice is measured every 3 minutes from at least 6 locations around the world. The current value of the accessibility can be retrieved using the login screen of the Webservice. The given values reflect the average minimum accessibility for the cumulative values of all the measuring locations around the world.

19. PERFORMANCE

19.1 Twinfield International N.V. will make every effort to ensure that the Webservice works properly without any problems and that the speed is sufficient to be able to continuously work with it during the day. In this regard, the following measurement is used as an objective measuring assessment: the manual retrieval or saving of a document with two lines using an average computer via an internet connection of average speed in an environment with an average size is effected in two out of three cases within 1.5 seconds, where in the third case the time may not be longer than 2 seconds.

19.2 Twinfield International N.V. only warrents the performance indicated in Article 19.1 if and insofar as Subscriber and the Twinfield Partner who maintains Subscriber's External Administrations satisfy the minimum system requirements specified by Twinfield International N.V., including the support of Internet Explorer, Firefox and other browsers that run under Windows, Apple Macintosh and Linux or other platforms. Moreover, Subscriber and such Twinfield Partner must have sufficient bandwidth. In this regard, it is assumed that at least 128 Kbit'sec (both download and upload) is available at all times for the workstation from where the Webservice is used, to be measured by an independent website such as www.speedtest.nl. However, it is not necessary for every individual workstation to have this bandwidth.

19.3 Twinfield International N.V. is at all times authorised to change these minimum system requirements. In this case, Subscriber will be informed about this beforehand. If Subscriber and the Twinfield Partner who maintains the External Administrations of Subscriber do not satisfy these new requirements, the abovementioned guarantee regarding performance lapses.

19.4 The Webservice is a pure webservice. This means that the Webservice was not developed for use via Terminal Services or Citrix. Twinfield endeavours to support such constructions to the best of its ability.

19.5 The Webservice is offered from a location equipped to offer the Webservice in a professional manner according to the current state of the art, knowledge and customary and acceptable level of costs. This includes the physical protection of the premises, the prevention of access by unauthorised persons, 24/7 hardware-support, fire prevention, power backup and internet access security including a firewall, general security, data protection, and making reserve copies.

19.6 The data traffic from and to the Webservice is monitored 24 hours a day from a central control room. Twinfield International N.V. will endeavour to respond within 30 minutes to unauthorised attempts by third parties to access the Webservice, to irregular traffic that cannot be handled by the Webservice, to harmful data traffic or other attempts to undermine the correct functioning of the Webservice. In such cases, Twinfield International N.V. is authorized to block access to the Webservice.

20. EXCLUSIONS

20.1 The service level set forth in Article 16 through 20 does not apply in the following situations:

a. during the regular maintenance windows. These will not be scheduled more than 2 times a month and will not commence before 23.00 hours Dutch time. Twinfield will inform Subscriber about such maintenance window in writing at least 2 working days in advance;

b. in case of incidents resulting from or attributable to force majeure;

c. in case of any problem or disruption caused by an act of a User;

d. in case of the unavailability of the Webservice at the request of Subscriber or the Twinfield Partner who maintains Subscriber's External Administrations, and/or unavailability of the Webservice during work at the request of Subscriber or such Twinfield Partner;

e. if Twinfield needs the assistance of Subscriber or the Twinfield Partner who maintains Subscriber's External Administrations to determine or isolate a problem or fault, and Subscriber or such Twinfield Partner does not provide such assistance;

f. if the Subscriber or the Twinfield Partner who maintains Subscriber's External Administrations does not comply with the minimum system requirements set forth in Article 19.2;

g. if the incident is caused by malfunctioning of the systems at Subscriber or the Twinfield Partner who keeps Subscriber's External Administrations or the internet infrastructure.

21. BACK-UP AND OTHER SERVICES

21.1 Subscriber consents to a reserve copy being made of the data in the Administrations and the Environment. The back-up pprocedure used by Twinfield International N.V. is as follows. Twinfield International N.V. will make every effort to a) make an interim copy each hour, which will be kept for one day, b) make a reserve copy once a day that will be kept for 7 days, c) make a week backup each Friday that will be kept for 3 weeks, d) make a month backup each last day of the month that will be kept for one year, and e) keep the backup of 1st January of each year for 7 years. Each reserve copy will be compressed and encrypted via the Rijndael (AES) or 448-Blowfish encryption principle. The reserve copies are saved in an externally located data centre in a country forming part of the European Economic Area (EEA). Files in the function file management are not saved in the reserve copies. No reserve copies will be made of template Administrations.

21.2 After termination of the Subscription Agreement or a Stand-alone Administration and provided that the request thereto has been made in accordance with Articles 9.3 sub d or 9.4, Twinfield will, at the expense of Subscriber and provided that agreement has been reached by the Parties on the conditions thereof, make the audit file(s) of the relevant Administration(s) or specific data or records in the Environment or the relevant Administration(s) available to Subscriber, in a generally accessible file format. In case of such request Twinfield will make an offer to Subscriber as regards the data to be exported, the fee and the other terms and conditions of the data transfer. Such offer will be based on Twinfield's consultancy fees as specified in the Price List. Subscriber agrees that the liability of Twinfield for the availability, completeness, integrity or possibilities for use of such data is entirely excluded. Twinfield is in not obliged to convert the data provided or otherwise make them appropriate for use by Subscriber.

21.3 Subscriber can request the restoration of data using the reserve copies. To this end, a separate agreement must be made at the then applicable rate and under the then applicable terms and conditions.