



Service Level Agreement, General Terms and Conditions & Data-processing Agreement

AFAS's service is provided to all its customers. AFAS works every day to optimise its service for customers. AFAS may make changes to its service in order to ensure that the collaboration works even more smoothly.

This is a copy of the [online](#) Service Level Agreement, General Terms & Conditions and Processor Agreement. Because of possible discrepancies, the online Service Level Agreement, General Terms & Conditions and Processor Agreement will prevail.

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About SLA/General Terms and Conditions

These terms and conditions apply to all contracts concluded by AFAS Software (AFAS). AFAS strives for transparent and simple terms and conditions so that they can be understood by everyone, not just lawyers. They are provided when the contract is concluded or are made available as a directly clickable hyperlink in PDF format. If any of the terms and conditions unclear, please tell AFAS. Individual agreements contained in the contract will also apply, and will prevail if they conflict with the SLA/General Terms and Conditions.

Applicable law and disputes

The law of the country of the AFAS branch with which the contract is concluded will apply. The Vienna Sales Convention, which stipulates its own rules for international purchase contracts, is excluded. Should disputes arise between the customer and AFAS, these will be exclusively submitted to a competent court in the country of the AFAS branch with which the contract is concluded.

Because of potential differences in interpretation, the Dutch text of the SLA/General Terms and Conditions will prevail. If one or more provisions are invalid or voidable, the remaining provisions will remain in force.

Changes

AFAS works every day to develop new, fascinating and innovative software that makes it easier to work with. The SLA/General Terms and Conditions can thereby also change, whereby the guiding principle is that those changes will benefit the quality of AFAS's service. Changes will always be announced on the customer portal, whereby major changes will also be announced in a special newsletter.

If the customer continues to use the AFAS software and AFAS services, the most recent 'General Terms & Conditions and SLA' will apply. Customers can raise an objection to the changes by submitting a 'suggestion for improvement'. We will then assess whether the change should lead to a modification. Ultimately there is the option to terminate the contract following the change, whereby the old terms and conditions will remain valid for 2 months.

Contract

The contract is concluded for an indefinite period with a minimum of one year, unless agreed otherwise. By entering into an agreement the customer receives a licence to use the AFAS software. This is invoiced by means of a subscription.

Licence

The purchased product components (incl. users, employees, environments and declarations) together with the associated quantities and start and end date are encrypted in the licence. The licence may only be used for the customer's own business(es). The scope of the licence is matched to the organisation's number of employees. Employees can then be assigned user, administrator or other roles.

Price determination

For the price determination of the licence AFAS uses scales based on purchase quantities and prices per sector/industry, amongst other things. The pricing scale may change if the licence quantities are increased or reduced. A specification of the offered products, prices and scales can be found in the 'Licences & Prices' section in the contract or in the subscription on the Customer Portal. AFAS's policy is to have prices which correspond to market prices and the pricing index. AFAS can index the prices annually, whereby account is taken of the Consumer Price Index figures for the period of the past year from July to June. In the event of indexation, AFAS will send the customers a notification before 1 October specifying the percentage. The indexation will take effect from the first invoice in the next calendar year. Read all about this on [this page](#).

Invoicing

AFAS invoices for:

- licences: monthly in advance;
- consultancy: weekly in arrears or in agreed instalments;
- training courses: at the start of the training course.

The subscription invoice and the Customer Portal show the current quantities per product. All invoices are sent by e-mail in the form of PDF and UBL files. The payment period is 14 days unless agreed otherwise. As soon as all the financial obligations have been settled, the licence will automatically be extended by one year. A notification will appear 20 days before the licence expires.

Changes to the licence

Changes to the licence can be requested via the Customer Portal.

Product components

An expansion of the licence can be implemented immediately. Cancellation of a product component can be implemented after at least one year of full invoicing for the licence.

Quantities

An increase in the quantities (employees, environments etc.) can be implemented immediately. A reduction in the quantities can only be implemented after one year of full invoicing for the licence. An increase and a reduction within the same month is not possible.

No Profit+

A modification period of 3 months before the start of a new calendar year applies for customers who do not purchase Profit+.

Termination of contract

The termination of the contract can be submitted via the Customer Portal.

Termination by customer

The licence can be terminated with immediate effect (provided that it is notified at least 3 working days before the new invoicing period) or with effect from a specified date. Following the termination of the contract there will be no access to the software and associated data.

A termination notice period of 3 months before the start of the new calendar year applies for customers who do not purchase Profit+. Access to the software and associated data will then remain possible until 1 March of the following year.

Termination by AFAS

The termination notice period for AFAS is 12 months. AFAS has the right to terminate the contract with immediate effect if the customer fails to fulfil its obligations (after having been given notice of default), has applied for a payment moratorium or an application has been made for the customer's bankruptcy.

Customer data procedure following termination

1. The customer has the option to export all data in various formats prior to termination.
2. Following the end date of the licence the customer is entitled to a copy of the data for a local Profit installation. The customer can request this. There is thereby also the option to export data in various formats prior to termination.

The complete production environment will be archived for 1 year (can be requested via the Support Center) and will then be permanently deleted from the back-up location. The back-up can be deleted earlier on request.

There is also the option to continue the subscription with a smaller bundle so that the data remains fully accessible.

Liability

AFAS guarantees that AFAS Profit complies with all the stipulated specifications. In the event of errors AFAS will always rectify these as quickly as possible. AFAS devotes great care to the proper working of AFAS Profit and the correct execution of its services. However, things can go wrong despite these efforts, leading to loss for the customer. AFAS will thereby always strive for an appropriate solution in consultation with the customer.

Liability

Liability issues will be dealt with through AFAS Software B.V. in the Netherlands. AFAS's liability is limited to € 1000000 per event or series of events with a common cause, and will never exceed € 2500000 per calendar year in total. AFAS cannot invoke the limitations of liability if there is intentional act or deliberate recklessness on the part of AFAS, its employees or third parties engaged by it.

AFAS excludes any liability for consequential losses, such as lost sales, lost profit and missed opportunities. AFAS also excludes liability if the customer or third parties engaged by the customer have made changes to AFAS's products, which is not permitted.

AFAS and the customer are not liable with respect to one another in the event of force majeure. Force majeure refers to: Force majeure in the legal sense, including at the parties' suppliers, improper compliance with obligations by suppliers who have been prescribed to AFAS by the customer, faults in the power network and faults which impede data traffic insofar as the cause thereof is not attributable to the parties themselves.

Combined Professional and Public Liability Insurance

AFAS has a combined Professional and Public Liability Insurance policy for exceptional events which AFAS is unwilling or unable to bear itself. This insurance is appropriate. More information about the content and scope of this insurance can be requested from AFAS Software B.V. via [this page](#).

Notification

AFAS asks the customer to notify AFAS of a complaint or a claim as soon as possible. Not only does this enable AFAS to work on a solution directly with the customer, but AFAS must also submit a claim with its insurer. It should be noted that AFAS will always strive for an appropriate solution in consultation with the customer, regardless of this complaint and/or claim.

Delivery times

If AFAS fails to meet a delivery or completion time, the customer must first give AFAS notice of default and give AFAS a reasonable period within which to comply with its obligations.

Data-processing Agreement

AFAS processes, among other things, personal data for and on behalf of the customer because the customer has a software user agreement with AFAS. AFAS and the customer are therefore obliged under the General Data Protection Regulation (GDPR) to conclude a Processor Agreement. Since AFAS is supplying a standard application (AFAS Profit, AFAS InSite/OutSite, AFAS Pocket) with the associated standard services (AFAS Support/Consultancy and AFAS Online), AFAS has incorporated the data-processing agreement into its General Terms and Conditions and SLA. In these documents, AFAS is referred to as the 'data processor', whereas the customer is referred to as the 'data controller'. AFAS and the customer hereby commit to complying with the General Data Protection Regulation (GDPR). The definitions used in this agreement are in line with those used in the GDPR. AFAS commits to processing the personal data for the customer and at the customer's behest only, and to processing the data exclusively to execute the agreement.

Instructions regarding the data-processing operations

The data-processing operations consist in making available the AFAS applications holding the data entered and generated by the customer. AFAS will not add, edit or delete any data without having been instructed in writing by the customer to do so. Such instructions may be provided through a request or through the application.

Several types of personal data can be recorded in the applications provided by AFAS. It is AFAS' understanding that the customer can enter all these data, as well as any personal data or categories it chooses to create itself, and that AFAS will then process these. It is the customer's responsibility to assess whether the purpose and nature of the data-processing operations are suited to the type of services provided by AFAS.

AFAS collects anonymised data regarding the use of its products and services. This data helps AFAS get a better understanding of whether certain components of the product are being used, and if so, how and how often. This anonymised data will be used solely to help AFAS improve its products and services. AFAS will never use the user statistics it has collected for commercial purposes, nor will it offer them to third parties.

Obligation of confidentiality

AFAS is aware that the information shared by the customer with AFAS and stored at AFAS Online has a confidential and sensitive nature. All AFAS employees are contractually obligated to keep confidential any of the customer's data.

Employees with access to customer data

All AFAS Online system administrators have full access to the customer data for:

- install new versions;
- apply patches and hotfixes;
- create back-ups;
- transfer data within AFAS Online's domain.

Consultants, support officers and other AFAS employees will only have access to customer data if they have been authorised to access the data by the customer, and only during the period authorised by the customer. It is the customer's responsibility to authorise employees through its authorisation tool, which is located within the application.

Security

AFAS will continually implement technical and organisational measures to protect the customer's personal data from being lost or unlawfully processed in any way. AFAS is ISO27001-certified to do so. The measures taken by AFAS are deemed to offer an appropriate level of protection within the meaning of the GDPR. More information on this subject can be found on the special [AFAS Online](#) page in the customer portal. The customer will be entitled, during the effective term of the agreement, to have an independent expert assess AFAS' compliance with the security provisions of the GDPR by performing an audit, in consultation with AFAS. The customer will bear all costs incurred in relation to this assessment.

AFAS will be liable for any damages caused to the personal data by the subprocessor's operations or negligence that is subject to the limitation of liability outlined in the 'Liability' chapter. The relevant limitation of liability will not apply if there has been gross negligence or wilful misconduct on the subprocessor's part. Nor will AFAS be liable in the event of force majeure (as defined in the 'Liability' chapter) on its own part or on the subprocessor's part.

If the Dutch Data Protection Authority issues the data controller with an injunction, the customer must notify AFAS of said injunction at once. AFAS will do everything reasonably in its power to enable compliance. If AFAS fails to do what can reasonably be expected of it as a result of which a fine is imposed, or if the Data Protection Authority immediately imposes a fine because there is intent or serious attributable negligence on the part of AFAS the applicable limitation of liability as specified above in the chapter Liability will not apply.

Subprocessors

AFAS will process the customer data in data centres belonging to [LeaseWeb Netherlands B.V.](#), which makes the latter the subprocessor. The data centres used by AFAS are located exclusively in the Netherlands (more specifically in Schiphol Rijk and Haarlem) and are governed by the law and regulations of the Netherlands. They satisfy the strict requirements of Dutch and European legislation with regard to logical and physical access control and service continuity. The data centres have ISO 27001 certification at the very least. The data and personal data will be processed by AFAS and the subprocessor exclusively within the European Economic Area. AFAS has imposed the same obligations on the subprocessor(s) as those that apply to itself.

AFAS will not have any data processed by new subprocessors without notifying the customer well in advance. The customer will be able to raise an objection to a proposed new subprocessor, and may notify AFAS accordingly. Such objections will then be addressed by AFAS' Board of Directors. If AFAS wishes to have the data processed by the new subprocessor anyway, the customer will have the right to terminate the agreement.

Right to privacy

AFAS is not in charge of the personal data made available by the customer. AFAS will not provide the data to any third parties or process it for any purpose other than the one agreed without good reason to do so, given the nature of the duties assigned by the customer, or without the customer's explicit permission or a legal obligation to do so. The customer guarantees that the personal data is allowed to be processed by virtue of a ground out-lined in the GDPR.

However, AFAS will provide the Dutch Authority for the Financial Markets, the European Central Bank or De Nederlandsche Bank N.V. with any information they request that will help them perform their duties by virtue of the Dutch Financial Supervision Act, or by virtue of any other rule or

regulation. Furthermore, AFAS will require the subprocessor named above to comply with such requests by the aforementioned regulatory authorities.

Data subjects

The customer will bear responsibility for the information entered on the data subjects, and thus for notifying data subjects of their rights and assisting them in exercising these rights. AFAS will never honour requests by data subjects, and will always refer them to the data controller instead. If and insofar as the application allows such to be done, AFAS will help the customer meet its statutory obligations in the event that a data subject chooses to exercise his or her rights under the GDPR or under any other applicable law and regulations regarding the processing of personal data.

Duty to report data breaches

The GDPR requires that any data leaks are reported to the Data Protection Authority by the controller of the data. For this reason, AFAS will never notify the Data Protection Authority itself. Naturally, AFAS will provide the customer with accurate, prompt and complete information on relevant incidents, thus allowing the customer, in its capacity as the data controller, to meet its obligations. The 'Duty to Report Data Breaches Policies' document issued by the Data Protection Authority provides more information on this.

If the customer submits a (provisional) notification to the Data Protection Authority and/or the person(s) concerned about a data leak **at AFAS**, without the customer having informed AFAS, the customer is liable for all losses and costs suffered by AFAS. In the event it becomes apparent that there is no data leak at AFAS, the customer is required to withdraw the notification immediately.

Determining whether there has been a data breach

AFAS uses the GDPR and the 'Duty to Report Data Breaches Policies' document as a guideline in determining whether there has been a breach in connection with personal data. See [this](#) page for this

Notifying the customer

In the event that AFAS finds that there has been a security incident or data breach in its own systems, AFAS will notify the customer as soon as possible after learning of the data breach. In order to be able to do so, AFAS will ensure that all its employees are and remain able to identify a data breach, and AFAS expects its contractors to help AFAS meet this obligation. Just so that we are clear on this: if any data has been breached by a subprocessor of AFAS', AFAS will naturally notify the customer of this, as well. AFAS will serve as the customer's point of contact in such matters. The customer does not need to contact AFAS' subprocessors.

Communicating with the customer (appointing a contact person)

In the event of a data breach, AFAS will first notify the contact person associated with the plan. In the event that this contact person is not (or no longer) the right person to talk to, this can be edited on the '[personal data](#)' page of the Customer Portal. Select 'edit', then tick the 'Duty to report data breaches' field.

Information provision

AFAS will try to provide the customer with all the information the customer needs in order to submit any notification to the Data Protection Authority and/or the person(s) concerned as soon as possible.

Notification term

The GDPR stipulates that data breaches must be reported 'promptly'. According to the Dutch Data Protection Authority, this means without undue delay and no later than 72 hours after the discovery of the breach by the party responsible, where possible. If a security incident occurs, AFAS will notify the customer as soon as possible, but within 48 hours of AFAS' discovery of the incident at the latest. It will be up to the customer to determine whether the security incident constitutes a 'data breach' and whether it must be reported to the Dutch Data Protection Authority. After having been notified, the customer has 72 hours to do so.

Status update and measures taken

AFAS will keep the customer updated on the status of the incident and all measures implemented (if any). AFAS will make agreements about this with the primary contact person at the initial notification. At the very least, AFAS will notify the customer if the situation changes in any way, if new information has come to light, and when any measures are implemented.

AFAS will record all security incidents and deal with these using a fixed procedure (workflow). The manner in which security incidents are recorded and addressed is evaluated by means of an audit performed as part of the ISO27001 certification assessment.

Data removal

When the [agreement](#) ends, AFAS will delete all customer data as outlined in the 'Termination of contract' chapter. If the customer wishes to have the data deleted before that time, it can submit a request to that effect. AFAS commits to honouring any such request.

Branch models

AFAS has reached agreement with various branch organisations as to the contents of the (own model) processor agreements. Aiming at this solution is due to the fact that AFAS and the customer have not signed separate agreements so as to create certainty from the standard of both parties.

The branch models that AFAS supports at this moment are:

- Care branch organisations: The model BOZ_DEF_111217 version 12 12 17 has been accepted with mutual approval. Appendices 1, 2 and 4 are applicable. Download the complete agreement and the relevant [appendices here](#).
- Education branch organisation: The 'Generic Processor Agreement Model 3.0 framework ibp' belonging to the 'Digital teaching resources and privacy' 3.0, drawn up by the Primary Education Council, Secondary Education Council, Netherlands Association of Senior Secondary Vocational Schools, GEU, VDOD and KBb-e, under the management of Edu-K (www.edu-k.nl). Download the complete agreement, including appendices, [here](#).

Service provision

AFAS will support the customer in implementing AFAS Profit with consultancy. The customer can gain optimum benefit from AFAS Profit by attending training courses. AFAS has an extensive partner network with whom it collaborates.

Consultancy

AFAS will appoint an AFAS project leader to supervise the implementation. This project leader will draw up a project plan in consultation with the customer which includes the timetable, objectives, scope and responsibilities. Each project will be monitored up to and including delivery within the budget proposed in the quote. The project leader will highlight and agree any overrun immediately. During the implementation process AFAS uses an [online implementation portal](#) called SIMPLR. Everyone involved (AFAS consultants, AFAS partners and the customer) will work together on project activities on this portal. All information is secured centrally in SIMPLR. The customer will ensure that a project leader is appointed from the customer's side to work with the AFAS project leader on the success of the implementation process. Consultancy will hand the customer over to the Support Center as soon as the implementation process has been completed.

The customer can book incidental or supplementary consultancy work of 1 or more individual days via the Customer Portal. A consultancy working day is 7 effective hours, whilst a half day is 3.5 hours. No additional travel or accommodation costs are charged. There is also the option to have work carried out remotely. In that case the hours will be charged as agreed. All current consultancy rates are listed [here](#).

Training courses

In order to be able to work effectively with AFAS Profit, the users must follow training courses within the Knowledge Centre. This enables them to maintain and enhance their knowledge of AFAS Profit. This knowledge allows the customer to optimally utilise AFAS Profit. Up-to-date information about the costs and training on offer can be found in the Customer Portal under [Training courses](#).

Partners & Experts

AFAS has a wide and extensive [partner network](#) which includes service-providing partners, but also parties that interface products with AFAS's application (AFAS Profit). These interface partners supply software and/or hardware interfaces between the external application and Profit. AFAS offers various facilities for this (such as test facilities) to allow the creation of high-quality interfaces.

The service-providing partners with whom AFAS works offer services that complement AFAS's service provision. These organisations are independent autonomous businesses with their own DNA. Certified partners are specialists in their own field and have extensive knowledge of the AFAS organisation and AFAS's software. There is an intensive AFAS Partner & Expert programme which needs to be followed, including completing the knowledge test.

AFAS can advise a partner or the customer itself can select a partner at www.afaspartner.nl. In all cases, the customer concludes a contract with the partner concerned.

No commission is charged over customer deals between the partner and AFAS, unless it concerns delivered performance about which mutual agreements have been made. In that case, AFAS or the partner may consult with the customer about this agreement.

Certifications

AFAS has developed a quality management system for the in-house control of quality and service. The AFAS quality management system ensures that quality is safeguarded and processes are embedded. In order to be able to guarantee in-house control this has been further expanded and external checks are carried out on this management system. These external checks take the form of certifications. These can be found [here](#). [More information about service provision](#)

AFAS Online

AFAS Online is reliable, secure and fast. AFAS works with external parties to make AFAS Online available. AFAS Online also works with professional parties in order to ensure security. AFAS has made clear agreements with its supplier and customers about the required maintenance. Optimum back-up procedures ensure optimum continuity, whereby we assume “fair use” by our customers.

Availability

AFAS Online is hosted on systems provided by professional Dutch data centres. These ‘top tier’ data centres have a network availability of 99.9999%. The availability and performance of AFAS Online are monitored continuously. The current availability of AFAS Online is shown on the website <http://www.afasstatus.nl>. In the event of maintenance or a fault, all communication will take place via this platform. In the event of a fault the customer can register to be kept informed about the status of the fault in question via SMS.

AFAS Online may not be available in the following situations:

- preventative maintenance;
- installation of a new version of AFAS Profit;
- resolving bugs in the software which are the customer’s responsibility;
- maintenance that has been agreed with the customer;
- crises as a result of natural disasters and other force majeure situations.

Maintenance

The customer will be informed at least 5 days in advance if AFAS Online may not be available. The work will be carried out between 21:00 and 07:00 or at the weekend. Incidental patches and hotfixes will be carried out at night automatically and without prior notification.

Performance

AFAS Online needs to offer good performance equivalent to a local or network installation, but is dependent on the customer’s Internet connection and the configuration of the customer’s environment. AFAS measures the response time on the basis of the ‘Employee Characteristics’, ‘Sales Contact Characteristics’ and ‘Purchase Contact Characteristics’ in AFAS Profit and AFAS InSite. The response time for opening these functions is no more than 2 seconds in 95% of cases. Response times for these and other functions within AFAS Profit can vary considerably depending on the type of function, amount of data, customer-specific configuration and user settings. To improve the performance, large processing tasks such as salary runs, invoicing, reminders and performance analyses are placed in a queue and carried out in the background. Customers can contact the Support Center in the event of performance difficulties.

Back-up & restore

A back-up of the entire production environment is made 4 times a day:

- Day back-ups are deleted after 1 day.
- Night back-ups have a retention period of 30 days and can be restored on request. The average time for restoring an environment is 4 hours.

If required, a backup of the environment can be requested via an incident for local use or archiving. AFAS applies a fair use policy to these requests in order to prevent large data streams.

Monitoring

Systems, processes and users are continuously monitored on AFAS Online in our own Cyber Operations Center with the aim of:

- Preventing faults or resolving them at an early stage. Monitoring is aimed at the prompt discovery of faults and unwanted behaviour. There is always an AFAS employee available, including at night, in order to resolve faults and other incidents immediately. Monitoring for misuse forms part of the (daily) standard monitoring activities.
- Collecting general user statistics, such as response times. This information is analysed and possibly discussed with the customer to bring about improvements.
- Collecting anonymous statistics from the customer environment in order to improve our products and services.

Security and access

AFAS Online adopts a 'defence in depth' strategy: There are therefore multiple security measures. Should one of the layers fail, the next layer will still offer protection. This safeguards the application's availability, integrity and confidentiality. In addition automated attacks and checks on known vulnerabilities are carried out. An external party conducts manual attack and PEN tests.

AFAS uses cryptographic measures (encryption) in order to protect the confidentiality of the information and in order to authenticate users.

The entire information security system is checked by an external auditor and is ISO 27001 certified.

Continuity

AFAS has crisis procedures in order to prevent loss of data as a result of system failure, physical destruction or otherwise and to assist the restoration of such data. Every customer is assigned a data centre. The data centres are equipped with redundant technology, so that the loss of a few servers or storage will not immediately result in a crisis. Activities will be moved to another data centre if necessary.

RPO/RTO in the event of a crisis

No compute resources at all will be available if a data centre fails completely. This will then impact on roughly half the customers. At that moment extra compute capacity will be made available in the other data centre. The RPO (recovery point objective) is the maximum time for which there can be data loss in the event of a complete failure. The back-up method means that the RPO for AFAS Online is a maximum of 6 hours. The RTO (recovery time objective) is the time required in order to make the available back-up available. The time required for this is not known. For individual restore activities as a result of human error by the customer user, for example, there is always a back-up present which is no more than 6 hours old. Faults can have various causes.

Each cause has its own solution, and therefore also its own RPO and RTA. The various crises with solutions are listed [here](#). An RTO of no more than 24 hours applies for Small Business or Accountancy Lite customers.

In the event of faults AFAS will do everything possible to get the service operational again for the customer. The current status can be viewed at www.afasstatus.nl.

Continuity of data centre in the event of bankruptcy

Supplementary (contractual) agreements have been made with the data centre which are designed to help ensure that AFAS's customers retain access to their data in the event of a bankruptcy:

- The data centre will not suspend the service provision to AFAS in the event of the bankruptcy of the data centre until a continuity plan has been agreed with the receiver.

- In the event of AFAS's bankruptcy the data centre will not suspend the service provision for at least 2 weeks after the date of the bankruptcy. Before the service provision is suspended, the data centre will enter into discussions with the receiver about maintaining the service provision and safeguarding the financial obligations.

Fair use

AFAS adopts a "fair use principle". This applies to the use and application of parts of AFAS Profit for purposes other than those which they are intended. AFAS will contact the customer if it has acted in breach of the fair use principle, and will look for a solution in consultation with the customer. Only if no solution can be found in consultation with the customer does AFAS have the right to terminate the use of AFAS Profit.

[More information about AFAS Online](#)

Support

The staff in the AFAS Support Center resolve problems and answer questions about AFAS Profit and AFAS Online. An incident can be submitted via the Customer Portal or by telephone. AFAS expects customers always to consult the KnowledgeBase first. Each incident will be assigned a priority. The customer can monitor the handling of the incident via the Customer Portal. During the handling of an incident the Support Worker can view along with the customer remotely with the customer's permission. Additional support can be requested from the Support Center for support during critical moments outside standard working hours.

General support

Every notification to the Support Center is referred to as an 'incident'. An incident can be an error, fault, wish or user query. The customer can stipulate via the customer portal who is authorised to contact the Support Center on behalf of their organisation. The Support Worker will also check this with each incident. If a user is not the contact person for the organisation, the Support Worker cannot provide any support. AFAS expects the customer to maintain this itself, because the customer is best placed to decide who is authorised.

The Customer Portal provides the customer with insight into personal information such as the support handling of incidents, project information, course information, invoices, subscriptions and organisation details. The customer can amend its company information and contact persons itself. An administrator has insight into all information on the portal; an employee only has access to the summarised company information.

AFAS is open to feedback. The customer can give their opinion about AFAS and/or submit a complaint via the Customer Portal. AFAS will respond to the complaint within 1 day. The customer can track the handling of their complaint via the Customer Portal.

KnowledgeBase

AFAS has brought together all its sources of information in an online database: the [KnowledgeBase](#). This contains information about the functioning of AFAS Profit supplemented with other important or necessary information.

Registration and response time

If there is no solution available in the KnowledgeBase, the customer can register an incident with the Support Center. The incident will be submitted to the correct support team for handling on the basis of the characteristic specified by the customer. The Support Worker will assign a priority to every incident which determines the handling of the incident. In an urgent situation the customer can contact the Support Center by telephone immediately after registering the incident on the Customer Portal. After entering the incident number the customer will be immediately connected to the Support Worker who is dealing with the incident.

The customer can monitor the handling of the incident via the Customer Portal. They will receive an update by e-mail whenever there is a status change. The customer is involved in handling the incident and can add their response and other supplementary information. The rectification time for a problem depends on the seriousness and duration of the situation and the extent to which AFAS is dependent on third parties to carry out rectification work.

Priorities and rectification times

In principle incidents are addressed immediately. In most cases it involves queries relating to knowledge of the product. Most of these queries are often dealt with on the same day. In the case of preferences, these are submitted but it will not always be possible to indicate exactly when the relevant preference will be fulfilled.

Each incident will be assigned a priority. This is assigned by the Support Worker who is handling the incident. The guidelines that we thereby adopt are:

- Prio5: **Preferences:** No specific response time.
- Priority 4: Information queries: The same day or the following day (in the event of exceptional workload, the customer will be informed of this)
- Priority 3: **Problems not disrupting production:** Rectification time within 1 working week.
- Priority 2: **Problems disrupting production:** Rectification time/workaround within 1 working day where possible.
- Priority 1: **Problems disrupting production First Class:** Rectification time/workaround within 4 hours where possible.

Monitoring

AFAS will monitor the number of user queries and the contact moments with Support. The Support Worker determines whether the customer should be contacted to identify the cause. In the event of a lot of user queries or frequent contact with the Support Center AFAS may work with the customer to find a solution to prevent this in future. This might involve attending a training course, a visit from an AFAS success manager or a visit by an AFAS consultant.

Extra support outside working hours

Additional support can be requested from the Support Center for support during critical moments outside standard working hours. This must be requested at least five days in advance. The extra support will be charged on the basis of actual cost, with the exception of First Class customers.

Opening times

The KnowledgeBase that answers 80% of queries can be consulted 24/7 via the Customer Portal. The Support Center is available by telephone on Monday to Thursday between 08:30 and 17:00 and on Friday between 08:30 and 16:00 unless specified otherwise on the [Customer Portal](#).

Access to customer environment

During the handling of an incident an AFAS employee can request access to the customer environment in various ways:

- By viewing remotely along with the customer. The customer will receive a personal code that can be entered at www.afas.nl/meekijken. That gives the Support Worker temporary access to the customer's computer.
- The Support Worker requests a back-up of the customer environment for internal investigation. This back-up is only used for investigation of the customer's relevant incident. This back-up may also be consulted during this investigation into another of the customer's incidents. When all the customer's incidents have been resolved, the back-up concerned will be deleted after 2 weeks.
- The customer gives the AFAS employee temporary access to the customer environment as a user. The customer can determine the authorisation level. [More information about Support](#)

Product

AFAS provide the customer with a product that is being constantly developed and released with new functionalities, improvements and statutory modifications. This product is called AFAS Profit and is supplied by default by the AFAS Online service. This section contains information about the development and Version Management, the system requirements and product support and information about the local installation of Profit.

Product description

The customer has the option to choose Profit+ ERP or Profit+ HRM/Payroll. AFAS's software can be used to automate an organisation's administration. The software contains the following components: CRM, Workflow Management, Course Management, Document Management, Financial, Order Management, Tax, Projects, Subscriptions, HRM, Payroll, Intranet, Portal and Website Functionality and Business Intelligence* (*only for AFAS Online). Source data is stored in a single database, as a result of which the various modules work together in the integrated way. The AFAS Profit product includes AFAS InSite, AFAS OutSite and the AFAS Pocket app.

Services and responsibilities

AFAS develops and supplies the software (AFAS Profit) and can arrange the implementation of this software at its customers in most cases. Customers are responsible for the correct configuration of the Profit application. AFAS thereby provide support with the aid of templates based on best practice. If the application requires modification because of performance or security issues, AFAS will contact the customer in order to implement the required modification. The application is hosted via AFAS Online and this service is inclusive. AFAS will support a local installation of AFAS Profit until 31-12-2019. A local installation is no longer recommended.

AFAS will ensure the correct implementation of applicable legislation in the software, e.g. with regard to tax issues and collective labour agreements. The customer is responsible for its correct application.

AFAS is not responsible for the correct working of interfaces with supplementary software packages or supplementary services from third parties.

Ownership rights

The intellectual property rights to the product are held and will continue to be held by AFAS. If a third party claims that it holds the intellectual property rights to the software, AFAS will indemnify the customer. However this does require that the customer informs AFAS of this as soon as possible, cooperates with the investigation, and leaves the resolution of the case entirely to AFAS. If the courts find that the intellectual property rights are indeed held by a third party, AFAS will ensure that the customer can continue to use the software or provide it with equivalent software.

The ownership of the inputted data and the data generated by the application rests with the customer. AFAS may and will not claim any rights relating to the customer data.

A licence gives no right to the source code. Separate arrangements can be made for an Escrow agreement.

Development and version management

The software is being constantly developed and released with new functionalities, improvements and statutory modifications. The release policy can be found on the Customer Portal.

AFAS broadly adopts the following release schedule:

- version: 2-4 times a year;
- patch: Daily where applicable.

Every Version is supplied with Release Notes. These describe which elements have been modified. Statutory modifications and changes to the software are only implemented in the latest, most current version. A list of all the implemented Patches can be found on the [customer portal](#)

Update to new version

The update to a new version will be implemented on AFAS Online in phases. A customer is assigned to a timetable, and can opt to switch sooner or later. The migration date will be finalised at least 5 days in advance. The total migration period for the version is 6 to 8 weeks.

AFAS's release policy is dependent on statutory changes by the government and other agencies. Statutory changes are generally finalised shortly before the implementation date or even with retrospective force. AFAS will strive to anticipate statutory changes in the software in good time. AFAS can deviate from the release policy for updates with statutory changes that need to be installed before a certain date.

The data will be temporarily unavailable during migration from one version to the next. The period for which the data is unavailable is heavily dependent on a number of factors such as: type of data conversion, size of database, number of records to be modified. Experience shows that the maximum time is between 5 minutes and 2.5 hours. These activities will be performed outside office hours (Monday to Friday: 07:00 - 18:00) wherever possible and will be notified well in advance. Customers will be informed about the timetable for a new version via the [Customer Portal](#), <http://www.afasstatus.nl> and/or a personal e-mail.

AFAS Accept

A separate Acceptance environment is available on AFAS Online (if this service is included in the subscription): "AFAS Accept". The Acceptance environment is separate from the production and test environment on AFAS Online. The new version can be accepted in a duplicate environment. A new version will be made available on AFAS Accept 3 weeks prior to the migration. Customers will be informed about progress via a separate communication group.

Customers can also make use of beta testing. Specific products can then be tested by users in the final stage of development.

[More information about AFAS Accept](#)

Test environment

The customer can create its own test environment based on the production environment. If changes to the configuration of the application are required, the new configuration can first be tested in the test environment. Test environments are not included in the back-up procedure, and have a lower performance and availability.

System requirements and product support

The [system requirements](#) and product support required for the proper working of AFAS software are listed in the [KnowledgeBase](#). The customer will ensure that its own infrastructure complies with this.