SLA AFAS PROFIT

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Definitions

Availability   The availability of the SaaS service as calculated per month, excluding scheduled and emergency maintenance, force majeure and Emergencies.

Emergency   A production-disrupting problem with a major impact, such as the total unavailability of the software via the SaaS service.

Fair use   We assume Fair use: you use our software in a way that is fair to everyone. So without abusing or unnecessarily burdening the systems. Does your use not meet this requirement? Then we will contact you to find a solution together. If we can't reach you or can't work it out, AFAS retains the right to take measures. This is how we ensure that the software remains available to everyone.

General purpose AI   Large-scale AI models designed to be versatile. They have been trained with many and different types of data and can be used for different tasks. This ensures that you do not have to train them separately for each specific task. Platforms operated by Microsoft, OpenAI and Google, among others, offer them.

Recovery time   The period during which we take measures to resolve or prevent disruptions. The recovery period starts immediately after an Incident or Emergency has been reported via the Customer Portal. If you submit a report outside Customer Support opening hours, the Recovery Period will only start after Customer Support opens on the next working day.

Incident   We will register all reports made to the service desk as 'incidents' (incident management). This may concern an error, failure, set-up issue or knowledge question.

Customer portal   Online portal where you will find information about our processes, practices and how to use our software. This is also where you will find information about our services and can access and change your data.

Actual costs   We offer additional services after implementation, which you can request via the Customer Portal. We will discuss your request with you and provide an estimate of the turnaround time and costs. We will charge the actual costs afterwards on the basis of the actual hours or days spent.

Performance   The time required to start various processes, such as opening an input screen, processing data and handling complex operations.

Response time   The time from starting up a window or functionality until it is available to the user.

Response Period   The maximum time between the time of a report via the Customer Portal and our response. If you submit a report outside Customer Support opening hours, the Response Period will only start after Customer Support opens on the next working day.

RPO/RTO   The RPO (Recovery Point Objective) is the maximum time that data loss can occur in the event of an Emergency. The RTO (Recovery Time Objective) is the time required to make the last backup available again. The RPO and RTO depend on the type of Emergency.

1 About this SLA

We want you to know what to expect when doing business with us. We explain our services in this Service Level Agreement (SLA). We try to be as transparent as possible and avoid difficult terms so that everyone understands our SLA. For that reason, this document does not include any complicated legal provisions or all sorts of exceptions. However, we have added commonly used IT service management terms for ease of reference; these are usually listed in brackets.

For the same reasons, this SLA contains provisions that cover the processing of personal data. Therefore, this SLA is also a 'Processing Agreement', and no other separate document is necessary for this purpose.

We would love to hear from you if you have any questions or comments about this SLA. You can submit a 'T&C/SLA query' via the 'Service Level Agreement and General Terms and Conditions' page on the Customer Portal. You can also download the latest version of the SLA here.

1.1 Validity

This SLA comes with our General Terms and Conditions (T&Cs). The T&Cs and SLA form an integral part of the contract between you and us. The SLA will remain valid for the term specified in the contract, including any optional extensions. This SLA will cease to apply on termination of the contract. Provisions that reasonably continue to apply after termination of the contract will remain valid.

This is an automatic translation of the Dutch SLA. In the event of any differences in interpretation or translation errors, the Dutch texts shall always prevail.

1.2 Changes

We work continuously to further improve our software and the services we provide to our customers. We also monitor any changes in laws or regulations so as to remain compliant. This means that we will update our SLA at least twice a year to reflect the improvements and changes we make. If there are any changes, we will let you know via the Customer Portal and our newsletter.

If you use our software and services, the most recent version of this SLA will always apply. You are under no obligation to accept changes to our SLA. If you have any questions or comments about a stated change, you can also submit a 'T&C/SLA query' for that purpose. We will then examine whether an adjustment may be necessary. We know more together. If we cannot come to an understanding, you may as a last resort terminate all or any part of the contract with us. In that case, the old terms will remain valid for another 2 months.

2 Service catalogue

This chapter describes the services we provide to you, including the associated service components and service actions. Where necessary, these elements will be explained in more detail in underlying sections.

SERVICES	DESCRIPTION
DELIVERY OF ERP OR HRM & PAYROLL SOFTWARE	We develop and supply online business software under the Profit brand, in the form of an ERP or HRM & Payroll licence. This involves a simple licensing model for which you pay a fixed monthly fee. Once you have paid 12 months of full licence fees or after the agreed initial period (if any) has expired, you can cancel the licence monthly.
	Because we update our software automatically, you will also automatically receive our latest or updated features, which will help you stay compliant with all current laws and regulations, among other things.
	Our ERP software consists of the following components:
	▪ Subscriptions ▪ Business Intelligence ▪ CRM ▪ Financial ▪ HRM & Payroll ▪ InSite & OutSite

- Order Management
- Projects
- Workflow & Document Management, and

Our HRM & Payroll software consists of the following components:
- Business Intelligence
- Human Resource Management
- InSite and OutSite
- Payroll (payroll processing for all employees)

Table 1: services

FIXED COMPONENTS	DESCRIPTION
SOFTWARE	The following software products form part of your licence and can be used by you: • AFAS Profit (Windows application, for professionals/administrators via Citrix/browser) • AFAS InSite (self-service portal via the browser) • AFAS OutSite (self-service portal for anonymous users, such as job applicants, customers and suppliers, via the browser) • AFAS Pocket (mobile application for self-service and two-factor authentication) The users, employees, environments and returns available to you can be accessed via the Customer Portal. This is also where you can make a request to adjust the quantities or licence name.
AFAS ONLINE	AFAS Online is the SaaS service by means of which we offer our software, also known as SaaS (Software as a Service). We work with several experts in the fields of cybersecurity and risk mitigation to ensure optimum security of physical hardware, connections and data, and a solid backup scheme.
ONLINE HELP CENTRE	We have combined all our information sources into a single online database: the Help Center. It contains a step-by-step description of the different functionalities in the software, how they work and how to set them up and maintain them for your own use. The Help Centre also provides various FAQs, video tutorials, release notes and articles on key developments.

Table 2: fixed service components

OPTIONAL COMPONENTS	DESCRIPTION
ON THE BASIS OF LICENCE EXTENSION	
AFAS ACCEPT	AFAS Accept is a stand-alone acceptance system that is separate from the system that runs the other production and test environments. AFAS Accept allows us to test a new version before updating your production environment to the new version. New versions are available on AFAS Accept 3 weeks before migration of the production environment. Acceptance environments are not part of the backup procedure and can have lower Performance and Availability than the production environment.
ADDITIONAL ENVIRONMENTS	After going live, you will have a production environment and a test environment at your disposal as standard. For various reasons, you may wish to create additional environments. The available options are detailed in Section 2.1.

Table 3: optional service components

FIXED ACTIONS	DESCRIPTION
CUSTOMER SUPPORT	If you have any questions, you can contact our service desk. Our service desk is called Customer Support. Our Customer Support staff are on hand every day to help you get the most out of the software, answer any questions or resolve any incidents (service request). Customer Support is explained in more detail in Section 2.2.

TECHNICAL MANAGEMENT AFAS ONLINE	We make sure that the software is secure, fast, stable and up-to-date and that backups are arranged. Of course, we continuously invest in the platform's hardware so that you are always working with the most modern and secure technology. The technical management of AFAS Online is explained in more detail in Section 2.3.
SOFTWARE MAINTENANCE	We continuously invest in the further development of our software. We keep the software up to date in terms of laws and regulations and use input from markets and customers to further develop and improve the software and improve and add new functionalities. Maintenance of the software is explained in more detail in Section 2.4.
PARTNERS, EXPERT & CERTIFIED INTEGRATIONS	We have an extensive network of organisations that provide complementary products or services. Partners, Experts & certified integrations are explained in more detail in Section 2.5.

Table 4: fixed service actions

OPTIONAL ACTIONS	DESCRIPTION
ON THE BASIS OF LICENCE EXTENSION	
FIRST CLASS	For key customers requiring additional services, we can provide a package with additional Support, Service Management and Success Management support, called First Class. First Class additional support is described in more detail in Section 2.6.
AFTER GOING LIVE AND ON AN ACTUAL COSTS BASIS (CURRENT RATES ARE AVAILABLE ON THE CUSTOMER PORTAL)	
TRAINING COURSES	We provide various training courses, ranging from training project organisations and reskilling and upskilling employees to training future new hires. The available options are detailed in Section 2.7.
SERVICE MANAGEMENT	If you want to work effectively with our software, you need to keep optimising. You can contact a Service Manager for support with minor set-up issues that have limited impact (standard change). Our Service Managers will help you remotely and share as much knowledge as possible. If you submit a request via the Customer Portal, we will respond with an investment and planning proposal. After we receive your approval, we will work on this together. We will attach a description of the services completed to the request so these can always be viewed by accessing the request. Our Service Management practices are described in more detail in Section 2.8.
CONSULTANCY	For larger and impactful set-up issues (normal change), we have an extensive Consultancy department of about 130 staff available to help you out. You can request the assistance of our Consultancy department via the Customer Portal, after which we will contact you to discuss your request, the time schedule and costs. Whenever possible and appropriate, we will assign the same Consultants who also handled implementation. Our Consultancy practices are detailed in Section 2.9.
SUCCESS MANAGEMENT	Success Management is a service designed to optimise and improve your experience with our software. Drawing on our expertise, we will help you get the most out of the software. This additional service is available exclusively for organisations that have been working with AFAS for some time. If you want to know whether you meet the requirements, go to the Customer Portal for more information. You can submit a request here right away if you like.

Table 5: optional service actions

2.1 Additional environments

The set-up and configuration of the software will take place in a configuration environment during the implementation phase. The configuration environment will become the production environment after going live. After going live, the production environment will be managed by your Functional Administrators.

Both during implementation and after going live, it is necessary to test any adjustments to the set-up and configuration of Profit before releasing them for use.

Furthermore, for analysis and training purposes, it may be helpful to create additional environments in addition to the production environment. We therefore provide the option of creating additional environments in addition to the production environment.

The licence purchased by you determines how many environments you can create. The number of environments at your disposal can be found on the Customer Portal. This is also where you can make a request to adjust the quantities. The Functional Administrator can request the following environments from the production environment:

ENVIRONMENT	DESCRIPTION
TEST	A copy of the production environment that we restore as a test environment. This makes the test environment a copy of the production environment. Through authorisation, you can determine who has access to the test environment.
TRAINING	A training environment in the form of a demo environment. The demo environment contains fictitious users, making it ideal for trying things out or staff training.

Table 6: list of possible additional environments

Test and training environments do not form a part of the backup procedure and can have lower Performance and Availability than the production environment.

2.2 Customer Support

2.2.1 Submitting a query or reporting an Incident

Before submitting a query, please consult our Help Center. That is where you will find all relevant information logically organised in a single location. Our Customer Support staff are available to solve any problems or answer any questions if the online Help Center provides no solution. You can submit a report 24/7 via the Customer Portal.

All communications via the Customer Portal will be secured directly in your file and will therefore always be visible. We will send notifications to the email address of the person who reported the Incident once we have responded to the Incident.

The person reporting the Incident should have extensive knowledge of Profit; this is necessary to submit a clearly defined Incident. After each resolved Incident, we will ask you to rate us, which will help us keep our services at a high level.

You will have management rights for your own Customer Portal so you can decide who is allowed to contact Customer Support on your organisation's behalf. We have the following roles available for this:

ROLE	DESCRIPTION
ADMINISTRATOR	This role allows you, among other things, to give colleagues access to the Customer Portal, change subscriptions, access invoices and view all Incidents.
INCIDENT ADMINISTRATOR	This role allows you to submit Incidents and access your own Incidents.
INCIDENT MANAGEMENT	This role allows you to view all Incidents but not submit Incidents.

Table 7: different roles for the Customer Portal

When contacted by phone, Customer Support will check that the user is authorised to report an incident. If a user is not authorised, Customer Support will of course not be able to provide support.

We expect you to ensure that those using the software are well trained and also continue to invest in their knowledge. Both in their own fields and in our software. This will allow you to operate our software as effectively as possible and get the most out of it and will allow us to provide you with expert assistance.

2.2.2 Availability

Incidents

Customer Support staff can be reached according to the schedule below:

DAYS	AVAILABILITY	CONTACT OPTIONS	
MONDAY TO THURSDAY	8 am to 5 pm	Web incidents + by phone	
FRIDAY	8 am to 4 pm	Web incidents	

Table 8: availability of Customer Support

If you have an urgent problem involving a process component of the software not working or not working properly and you need urgent support, you can submit an Incident and contact us by phone, or you can increase the priority of your Incident using the 'Increase Priority' button. Customer Support will assess the priority increase and take immediate action if it is covered by the terms.

Different opening hours apply several times a year, including during public holidays. A list of different opening hours can be found on the Customer Portal.

Emergencies

We also offer an Emergency Service for production-disrupting problems. For example, if the entire software is unavailable as a SaaS service.

DAYS	AVAILABILITY	CONTACT OPTIONS
MONDAY TO THURSDAY	6 am to 11 pm	Web incidents (+ by phone from 8 am to 5 pm)
FRIDAY	6 am to 11 pm	Web incidents (+ by phone from 8 am to 4 pm for First Class)
WEEKEND (FOR FIRST CLASS ONLY)	8 am to 10 pm	Web incidents

Table 9: availability in case of Emergencies

If you have an Emergency, please report it via the Customer Portal. We will then contact the person reporting the Incident within an hour. Together, we will discuss the follow-up action and do everything possible to provide you with a solution or workaround as quickly as possible so that business operations are not halted. Where necessary, we will continue to work on a definitive solution.

Calamities reported outside the hours of accessibility will be dealt with no later than the next working day.

2.2.3 Priorities

The handling of an Incident can be monitored via the Customer Portal. Each status change will be followed by an update sent by email to the person who reported the Incident. This means that you are fully involved in the handling of the Incident and can also add responses or additional information at any time.

We classify questions about functionality and user queries as priority 3. Failures in the SaaS service or other production-disrupting problems are the only issues classified as Priority 1 or 2, with Priority 1 being reserved for customers with a First Class contract. We will notify any malfunctions in AFAS Online immediately via AFAS status, including the error code and in combination with interim status updates and the (expected) Recovery Time.

The following maximum Response and Recovery Times apply for all Incidents after they have been reported:

PRIORITY	RESPONSE PERIOD	MAXIMUM RECOVERY TIME OR WORKAROUND
PRIORITY 1	No later than 1 hour.	As quickly as possible, and no later than within 3 working days.
PRIORITY 2	No later than 1 working day.	As quickly as possible, and no later than within 1 month.
PRIORITY 3	No later than 3 working days.	As quickly as possible, and no later than within 3 months.

Table 10: Response and Recovery Times by priority

The maximum Recovery Time will depend on the priority assigned. Although we aim to provide an answer or solution as quickly as possible, we are often dependent on third parties. We handle a large proportion of Incidents within a single working day.

2.2.4   Alerts

We monitor and analyse all Incidents daily to determine how to prevent them in the future (problem management). We continuously adapt our software and improve our information provision for that purpose. In some situations, we will contact you to discuss any queries. It will be more convenient for both parties if knowledge questions and communications with Customer Support staff can be minimised.

If the number of knowledge questions and communications remains above average, we will work together to find a solution to make you less dependent. A possible solution may be to attend the right training courses.

2.2.5   Access to customer environment

Our staff can obtain access to your customer environment in several ways:

- By accessing your system and assisting you remotely. You will receive a personal code that you can enter on the 'Remote Access' page. Customer Support may take control of your mouse after you have granted permission.
- By requesting a backup of the customer environment for the purpose of internal investigation in the case of an Incident. This will automatically be made available to the Customer Support employee. Once the incident has the status of 'handled' or 'expired', the environment will be removed within 48 hours. For any other status, the environment will remain available for a maximum of 150 days. After that, we will remove it. Logging is used to keep track of AFAS employees who have had access to the data. The logging details are added to the Incident.
- By requesting access to the environment as a system user. Your Customer Portal administrator specifies the correct environment via the Customer Portal and then grants permission for our employee to be added as a system user. We will then automatically add the AFAS employee and also automatically block them once the Incident has been dealt with.

2.2.6   Support+

We offer the option of activating Support+ free of charge. Support+ means that we will automatically add the AFAS employee as a system user to your environment when there is an immediate reason to do so. For example, in the case of:

- an Incident (Customer Support employee);
- a Service Management request (Service Manager);
- a Consultancy request (Consultant).

The AFAS employee will have access as long as the request is outstanding. Once the Incident, request or project has been closed, we will block the employee automatically. The advantage of Support+ is that we can interact with you faster and more efficiently, and the administrator does not have to grant access every time. Good to know: all AFAS employees obtaining access in this way will have a Certificate of Good Conduct.

2.3 AFAS Online technical management

This section describes all management actions and operations of AFAS Online (service availability & continuity management).

2.3.1 Availability

Our software is hosted at professional data centres in the Netherlands. These data centres have a network availability of 99.99%. In recent years, Availability of our software has been at least 99.5% per month for all production systems combined (Profit, InSite, OutSite, the AFAS Pocket app and the connectors).

Availability of 99.5% per month is the lower limit for us. We measure this continuously; our measurements are conclusive in the event of any discussion. If any special circumstances should arise where we fail to achieve this availability over a certain period of time, we will draw up an improvement plan and publish it on the Customer Portal.

The software may be unavailable in the following situations; these situations are excluded from availability measurements:

- preventative maintenance;
- emergency maintenance in the case of an urgent (security) patch;
- installation of a new version;
- fixing failures that fall under your responsibility;
- emergencies as a result of natural disasters and other force majeure situations.

If AFAS Online is unavailable due to scheduled maintenance, we will let you know at least 5 calendar days in advance via our status page: AFAS Status. Scheduled maintenance is carried out on weekdays between 9 pm and 7 am or during weekends.

2.3.2 Performance

In order for our software to operate as effectively as possible, performance must be good. This also depends on factors such as your internet connection and the set-up of your environment. We measure our response times on the basis of the 'Employee Characteristics', 'Sales Contact Characteristics' and 'Purchase Contact Characteristics' windows in Profit. The response time for opening these functions is no more than 2.5 seconds in 95% of cases. The average response time for the InSite home page is no more than 2 seconds.

Response times for functions may vary, depending on the type of function, the amount of data, the customer-specific configuration and user settings. To improve Performance, we queue large processing tasks, such as salary runs, invoicing, reminders and analyses, and run them in the background. If you experience any Performance problems, please contact Customer Support via the Customer Portal.

2.3.3 Security and access

There are multiple layers of security. If one of the layers does not work properly, the next layer will still provide protection. This is how we ensure the Availability, integrity, and confidentiality of the SaaS service. To further tighten security, we conduct automated attacks and check for known vulnerabilities. An external party also conducts annual manual attack and PEN tests.

Our software can be used via the browser or via Citrix Receiver. The connection runs entirely over at least TLS 1.2 with a maximum bandwidth of 10 Gbit. All AFAS Online systems that you can connect to have TLS/SSL certificates, and authentication happens via a login portal with mandatory two-factor authentication. The entire information security system is checked by an external auditor and is ISO 27001 certified.

2.3.4 New version update

Updates to new versions (deployment management) are implemented in phases in AFAS Online. We add you to our timetable, and within the total migration time for all customers, you can choose to transition earlier or later. We will finalise the migration date at least 5 days in advance and share it with you via the Customer Portal and by email. The total migration time for all customers to a new version is 6 to 12 weeks.

However, our release policy is dependent on legal changes by the government and other agencies. Legal changes are generally finalised shortly before the effective date or even with retroactive effect.

We always try to anticipate changes in laws or regulations for our SaaS service in a timely fashion. For updates with legal changes that must be installed by a certain date, we may deviate from the standard release policy as described in Section 2.4.2.

Data will be temporarily unavailable during migration to a subsequent version. How long this will take will depend on a number of factors, such as data conversion type, database size or the number of records to be modified.

Experience has shown that the duration is between 5 minutes and 2½ hours. Whenever possible, we will transfer to a new version outside office hours (Monday to Friday between 7 am and 6 pm) and will always give plenty of notice. We will inform you via the Customer Portal and by email about the scheduling of updates to a new version.

Patches and hotfixes are installed daily and automatically, between 7 pm and 7 am. This will cause only limited inconvenience to you, as we install these on systems that are not in use. As a result, environments will be briefly unavailable, ranging from a few seconds to a couple of minutes.

When we are dealing with an urgent patch or a current threat to the security of the systems, we may decide to schedule emergency maintenance. This will often be carried out the same day.

2.3.5 Backup and disaster recovery

For disaster recovery, we use 2 data centres in the Netherlands for our SaaS service. We continuously copy all data entered and the set-up to the other data centre. Once every 24 hours, AFAS Online makes a full backup of all data and the set-up and stores them at the other data centre. Besides storing the backup at the other data centre, we also store it at a third location. This is separate from the SaaS service.

Backup schedule

AFAS Online regularly carries out backup restores for its customers, 50 times a day on average. The backup will be available in the case of a (technical) failure, but also if you submit a request for it, for example to examine data from a prior period. The backup schedule below will ensure that deleted data are recoverable in nearly all cases.

PERIOD	RETENTION PERIOD
DAILY	We make daily backups. We keep these backups for 31 days.
MONTHLY	We keep the backup made on the first day of each month for 12 months.
ANNUALLY	We keep the backup made on the first day of each year for 7 years.

Table 11: backup schedule

Backups are restored automatically without our intervention, and you can submit the relevant request via Profit. In doing so, you can specify which backup you wish to have restored and when this should be done.

The above backup schedule has been in place since 1 January 2021. All backups are stored at a location with a separate network, minimising the risk of any loss, unavailability or corruption of the data.

Disaster recovery (RPO/RTO)

We have emergency procedures in place that prevent loss of data due to system failure, physical destruction or other incidents as much as possible and that facilitate the recovery of data. We use at least 2 data centres that deploy techniques (redundant) that ensure that systems will in principle always continue to operate, even if something goes wrong. This ensures that the failure of a few servers or storage components will not immediately cause an Emergency. If absolutely necessary, we can move to another data centre.

The main Emergencies and corresponding RPO and RTO are detailed below:

EMERGENCY	DESCRIPTION
DATA CENTRE OUTAGE	In the event of a complete data centre outage, no more computer resources will be available. This would impact roughly half of our customers. At that point, the SaaS service will make additional capacity available at the other data centre. In this situation, the RPO is up to 2 hours, and the RTO depends on the specific situation.

STORAGE OUTAGE	AFAS Online uses several storage systems for the storage of files. Within each storage system, we synchronise files and store them in 2 geographically separate locations with an RPO of 0 minutes. The different storage systems also synchronise among themselves with a maximum RPO of 5 minutes. In the event of a complete storage system outage, the RTO will be no more than 4 hours.
DATA SERVER OUTAGE	A standby server is available at the other data centre for all database servers. Standby servers synchronise based on log files. Switching to a standby server is done manually, with an RPO of up to 2 hours and an RTO of up to 4 hours.
ENTIRE ENVIRONMENT (OR ALL DATA) DELETED	This involves an action by one of your end users with rights to delete environments or data. We restore deleted environments or data based on our backup solution. If you submit a recovery request so that we can process it the same day, the RPO will be up to 2 hours and the RTO up to 6 hours. In other cases, the RPO will be up to 24 hours and the RTO up to 6 hours.

Table 12: main Emergencies including RPO and RTO

The current status of AFAS Online can be found on the AFAS status page.

2.3.6   Monitoring

We continuously monitor the Performance and Availability of AFAS Online and its underlying components in order to:

- **Prevent malfunctions or resolve them at an early stage**: monitoring is aimed at detecting malfunctions and inappropriate behaviour in a timely fashion. An AFAS employee will always be available to resolve faults and other Emergencies immediately, even at night. Checking for misuse is also part of the daily and standard monitoring activities. For example, we monitor server outages and have replacement servers on standby in case a server fails. We also monitor the number of login attempts. If these are abnormally high or low, we will investigate.
- **Collect general user statistics**: we analyse this information (such as Response Times) and, if necessary, will make improvements on that basis.
- **Collect anonymous statistics from the customer environment:** this helps us improve our products and services. We aim to deploy our development capacity as efficiently as possible. By identifying the functionalities that our customers often use, we can best accommodate our customers' needs.

2.3.7   System requirements

The system requirements and product support required for the proper functioning of the software are described in the Help Center.

2.4   Software maintenance

2.4.1   Change Management

Product Management

The Product Management department is responsible for the ongoing development of our software products. They determine which functionalities to place on the roadmap in the short and long term. The Product Managers are inspired by various sources such as legislation, customer wishes, conferences, consultation sessions and input from their own organisation (including Sales, Consultancy, Success Management and Customer Support). In addition, we regularly organise focus sessions, where customers from various sectors and perspectives get involved in major development projects.

We use the wish list to provide an accessible and transparent platform where customers can share their wishes regarding product or functionality improvements. Our Product Managers carefully examine these wishes and assess their content and feasibility. If a wish proves to be feasible, and there are enough other customers supporting it, the wish will be scheduled for a next version. This will be noted next to that wish.

Design & Development

Product Management manages the Design & Development team and informs it about the functionality to be developed. The Application Designers convert this into a design, which forms the basis for the rest of the Product Development process. In this design, we also examine the impact on the current application, architecture, links and our customers abroad. Once there is a final design, we inform the project team so that all parties involved are aware of the vision and purpose of the new functionality.

Content & Documentation

Our software comes with various forms of default content, based on best practices. These include reports, analyses, documents, signals, dashboards, workflows, standard set-ups and tax reports. In addition to developing content, the content team also takes care of setting up the demo environment. Based on the demo environment, documentalists will then generate the associated course materials and update the Help Center.

Test & Quality

The Test & Quality department is responsible for the quality of the product we deliver. We test new functionalities and (changes to) existing functionalities using automatic scripts. The TMap methodology is one of the bases we use for new developments, with a focus on mass, diversity and automation. By also testing existing functionalities after a change (regression testing), we gain a good understanding of the quality of the software.

An external cybersecurity and risk mitigation expert tests the current version for security annually. We publish the final outcome of this on the Customer Portal. We also conduct user-friendliness tests in collaboration with customers. Here, customers can view the functionalities that we are developing and test how they impact on their own environment and processes.

2.4.2 Release policy

We provide new features, enhancements and legal changes several times a year (release management). We release bug fixes and minor adjustments in patches. To keep the software as up to date as possible, patch updates are carried out regularly by means of an automated process. We test all patches intensively in advance and publish release notes on the Customer Portal.

We will release major modifications in new versions, with no distinction being made between updates and upgrades. We will include both in each new version. Before each new version, we publish release notes describing the functionalities that have been modified or added. Updating customer environments to the latest version takes place in phases. We propose a time schedule, and you can choose to migrate earlier or later within the available update schedule for all customers.

We will release new versions according to the release schedule below:

PERIOD	TYPE OF CHANGES
JUNE	Functional changes
NOVEMBER	Legal changes

Table 13: release schedule for new versions

2.4.3 Use of artificial intelligence (AI) in our software

The term AI refers to technologies that enable computers and machines to perform tasks that would normally require human intelligence. The possibilities of AI provide many opportunities to us, but the also pose challenges. We have been using AI in our software and services in the form of algorithms and machine-learning for some time. This is done on our own AFAS Online platform, and so we are fully in control of these AI applications.

In addition to using AI within our own platform, we also wish to make additional and more powerful forms of AI available through external vendors. This is to make your operations and processes even more efficient and effective.

We have listed below the functionalities where you can use this, the external vendor involved and the additional terms that apply:

- use of AI functionalities in workflows (see MS Azure [T&Cs](#) and [explanation](#) of services);
- response suggestions and prompt templates in response fields within InSite (see MS Azure [T&Cs](#) and [explanation of](#) services);
- scanning and recognising receipts submitted along with expense claims (see Google [service terms](#)).

For each functionality for which you wish to use this form of AI, you will need to explicitly activate it.

By activating AI, you agree to the terms in this section. Any previously agreed purchase conditions regarding AI or related clauses in our contract expressly do not apply to such activation.

To keep you as well informed as possible, we have created a dedicated [AI page](#) with additional information.

Use of external AI models

The additional AI functionalities are based on so-called General Purpose models, provided by external vendors. We act as the integrator and provide appropriate contractual safeguards with these third parties. Please be aware that data processing will be taking place outside our systems. The key safeguards here are:

- All data remain within the EEA.
- We will not use data for the purpose of training the model.
- We will not use data for commercial purposes.

Fair use policy

- We offer the AI functionality free of charge, subject to a fair use policy.
- If usage exceeds the fair use policy, we will discuss this with you and reserve the right to (temporarily) deactivate the AI functionality for you.

Your responsibilities as the customer

- AI functionalities are intended to assist human users and not to be fully automated replacements. AI models can make mistakes and may not always operate perfectly. You are responsible for checking and verifying the accuracy, relevance and applicability of AI-generated results before using, sharing or applying them.
- In addition to Chapter 4 of the T&Cs, the following applies: The use of AI is at your own risk, and we will not be liable for any direct, indirect, incidental, special or consequential damages arising from the use of AI-generated content or suggestions.
- The AI system offered by AFAS is based on so-called general purpose AI models (GPAI). This means that the actual implementation of what the AI system will do is determined by you, the customer. According to the AI Act, different risk categories apply to different specific applications. See here for an overview of the different categories from the AI Act.
- If, as a customer, you choose to create a specific application using AFAS's generic software, which is classified as high-risk under the AI Act, then additional rules apply under the AI Act that you, as a customer, must comply with.
- If you use the AI system for a high-risk application, the responsibility for these additional rules shifts to you as the customer. In that case, you are the provider of the AI system and you accept the responsibility to provide the necessary documentation and transparency, as defined in the AI Act.
- AFAS cannot provide the necessary documentation and transparency for the generic GPAI model because we are not the creator or original supplier of the GPAI models used. You can request this from the suppliers of the GPAI models used, which AFAS makes available.
- You must not wilfully try to let AI take or give wrong or inappropriate actions or responses.

Future developments and updates

We reserve the right to change or discontinue AI functionalities. We will inform you in good time of any changes that may affect the use or possible costs of the functionalities.

2.5 Partners, Experts & Certified integrations

All our partners have successfully completed an intensive programme. An overview of our partner network can be found on the [partner portal](#). We can recommend partners, or you may select one yourself. In all cases, you will need to make your own arrangements with a partner. We receive no commission fees for this, and we are not responsible for the partner's acts or omissions.

Within our partner network, we distinguish between three types of complementary services:

- Our service and implementation partners provide software or services that are complementary to our own software and services. They are independent and autonomous businesses, each with their own DNA.
- AFAS Experts are certified professionals who are either self-employed or employed by a partner and who will help you optimise our software. We regularly test AFAS Experts on their knowledge and skills. In addition, AFAS Experts annually provide customer references to show that customers are satisfied.
- Organisations that provide a certified integrations, for integrations to external applications. We provide various facilities to create high-quality integrations. Examples include testing the integrations and a security check. All certified integrations are listed on the partner portal.

2.6 First Class services

In addition to our standard services, we provide key customers the option of taking out a First Class licence. A First Class licence gives you exclusive access to our expert First Class team. These experienced professionals are available to assist and advise you with a personalised approach. First Class services are listed separately in the monthly invoice. If your invoice does not specify any First Class services, First Class services are not applicable to your organisation.

We schedule First Class meetings according to your organisation's needs, and you determine their frequency (no more than 1 hour every 2 weeks) with your regular First Class point of contact. During these meetings, we will discuss all current Incidents and help you address them. By overseeing the bigger picture together, the First Class team provides valuable insights to further develop your organisation.

2.6.1 Additional support from First Class

The First Class service provides the following additional support:

- A regular First Class point of contact who understands your sector and organisation.
- An experienced First Class employee handles all Incidents.
- Additional Emergency Service from 8 am to 10 pm during weekends (excluding public holidays).
- Advice on set-up issues.
- You can choose 3 optimisation sessions every year to develop your business (*).
- AFAS Accept is included in the First Class service.
- Test sessions for the new June/July version. Together with other First Class customers, you test the new version in your own environment via AFAS Accept.
- The option of reporting a priority 1 Incident. We will actively keep you informed and, if necessary, continue to work on a solution outside office hours (you may need to be contacted for this).
- Proactive alerting of any possibly incorrect set-up during contact moments.
- Proactive information and substantive tips regarding new versions.
- Annual evaluation meeting with the First Class Success Manager on request.
- Opportunity to physically meet with your First Class contact at your premises or at AFAS.
- Invitations to attend First Class inspiration days or events.

(*) These optimisation sessions are organised in groups, in the period May to September.

2.6.2 Reporting

We also offer our First Class-licensed customers a monthly report (Service Reporting Management) that automatically appears in the file. This monthly SLA Report covers the following service levels:

- Availability, maintenance and faults;
- Incidents including lead times;
- Services purchased.

Availability, maintenance and faults

Below is a sample report of Availability, maintenance and faults over the past year.

Beschikbaarheid AOL per maand		
Maand	**Jaar**	**Beschikbaarheid %**
januari	2025	99,82%
februari	2025	99,93%

AFAS Online meldingen (huidig jaar)	
Soort	**Aantal**
Onderhoud	12
Storing	2

Figure 1: example of Availability, maintenance and fault reporting

The AFAS Online report summary shows the number of times maintenance was carried out and faults occurred on the AFAS Online platform. We are continuously improving the Performance and stability of AFAS Online. Through preventative maintenance, we ensure that AFAS Online continues to perform well.

Incidents including lead times

We report on the number of Incidents and their lead times. The following is a practical example of a service report for the current year.

Totalen support	
Totaal aantal incidenten	64
Openstaande incidenten	4
Afgesloten incidenten	60

Doorlooptijd incidenten	
Wie	**Dagen**
▬▬▬▬▬▬▬	4,7
AFAS Software B.V.	2,3

Doorlooptijd prioriteit		
Prioriteit	**Aantal**	**Doorlooptijd (dag)**
3	64	2,30

Figure 2: example service report regarding Customer Support

Services purchased

We report on the purchase of services such as Training and Consultancy. The following is a practical example of a report for the current year.

Aantal AFAS opleidingen		
Je ziet hier het aantal cursussen die gevolgd zijn en gepland staan voor het huidig jaar.		
Cursist	**Cursus**	**Datum**
▬▬▬▬▬	Workflows Procesbeheer	12-06-2025
▬▬▬▬▬	Specialisatiecursus Connector voor Developers	04-06-2025

Dagen consultancy/projectleiding	
Het aantal dagen over de afgelopen 2 jaar.	
Aantal	37

Aantal uren consultancy/projectleiding per maand		
Hier vind je het aantal uren consultancy en projectleiding, per maand, over het huidige jaar.		
februari	2025	8,00
maart	2025	8,00

Figure 3: examples of reports regarding services purchased

2.6.3 Termination of First Class

The First Class subscription starts on the first day of the month following the date of application. It has a notice period of 1 month, and you can cancel at the latest on the last day of the month. This means that any notice of termination before the end of the month will take effect as of the last day of the following month.

2.7 Training

At AFAS, we think it's important that you can work independently with our software. This ensures optimal use of our software within your organisation. That is why we offer an extensive range of courses and training through the knowledge portal. This way, we support your employees in building up the knowledge and skills to work effectively with our software.

The training offer is divided into different components:

- Self-studies - starter courses
- L3 subscription - "Life Long Learning"
- Pro training courses (also as part of L3)

- Webinars and seminars (also as part of L3)
- Success Management Traineeship
- Post-hbo HRM or FA
- Optimisation sessions

To make learning as accessible as possible, we offer all our self-studies free of charge.

2.7.1 Self-study courses – starter courses

Self-study courses help you get started independently with the basic functionalities of our software. They are accessible, completely online and without teacher guidance. The self-study courses are available free of charge to customers and interested parties.

Would you like additional guidance? Then follow the self-study courses at a knowledge centre. At a knowledge centre, you will receive help from an AFAS employee during your self-study. Each participant works on their own course, at their own pace and without classroom instruction. Are you stuck somewhere? Then an AFAS employee is ready to help you. Knowledge centres are free and exclusively for customers.

2.7.2 L3 Subscription – 'Lifelong Learning'

With the L3 subscription, you get free access to Pro training courses, webinars, seminars and theme sessions in addition to the self-study courses. You stay up to date, retain knowledge within your organisation and build on it. Ideal for new software features, job changes or new colleagues. The L3 subscription offers access to:

- Pro training courses on specific functionalities, such as Workflows, Authorisation and AI.
- Webinars and seminars from AFAS on current topics such as legislation and regulations, testing, Payroll Professional and theme sessions organised by Success Management.

This access applies to all contact persons created within your organisation.
The L3 subscription is for a minimum of three years. After that, it can be cancelled on a monthly basis. Please note that you must make any changes at least three working days before the new billing period. Is your AFAS contract expiring? Then the L3 subscription will also end automatically.

2.7.3 Pro training courses

Pro training courses are aimed at customers who want to delve deeper into specific functionalities, such as authorisations, workflows, analyses and the application of AI within our software. These training courses are given by an experienced consultant who goes a step further than just the basics. The courses are part of the L3 subscription and the Success Management Traineeship, but can also be booked separately on the basis of actual costs.

2.7.4 Paid Webinars and Seminars

AFAS organises various webinars and seminars every year on current topics or for specific target groups, such as the "Payroll Professional Day", "Testing: how?!", and changes in legislation and regulations. Webinars and seminars are part of the L3 subscription but can also be booked separately on the basis of actual costs.

2.7.5 Success Management Traineeship

If you want to train employees to become functional administrators, this is the course for them. Over a period of 8 to 12 weeks, they will immerse themselves in the AFAS software, based on their own case study. They will work in a practical manner, supported by Pro training courses, workshops and inspiration sessions. Trainees will have access to the Pro training courses three months before the start of the programme, which will continue for six months after completion. The traineeship is not included in the L3 subscription and will be charged on the basis of actual costs.

2.7.6 Post graduate HRM or FA

Together with Windesheim University of Applied Sciences, we offer a post-graduate programme for HRM and financial specialists. In 22 weeks, we supplement your theoretical knowledge with soft skills and in-depth product knowledge of our software. A post-graduate programme is not included in the L3 subscription and will be charged based on actual costs.

2.7.7 Optimisation sessions

During an optimisation session, you apply new or existing functionalities in our software. A service manager or consultant supervises the session and all customers can participate. The focus is on setting up one specific functionality or process. Optimisation sessions are not included in the L3 subscription and are charged on the basis of actual costs incurred.

2.7.8 Planning, registration and costs

The schedule for the various courses, training programmes and theme sessions can be found on the Customer Portal. Users can register themselves or a colleague directly here. The current rates can also be found here.

2.8 Service Management

Service Management focuses on providing effective and sustainable set-up solutions for your organisation. Whereas Consultancy uses a project-based approach to more complex optimisation and set-up issues, Service Management offers the set-up as a solution, without the need for extensive project management. We do this entirely online.

2.8.1 Assessment of queries

We will first of all assess your set-up queries. This is to determine whether Service Management is the right service for the issue at hand. The assessment:

- decides whether Service Management is the right service for the setup query;
- ensures that the set-up query is assigned to the right Service Manager;
- lets you know when the Service Manager will contact you for a substantive analysis.

2.8.2 Response times

- We will assess the set-up query within 3 working days.
- We will plan the analysis and implementation of the set-up query as quickly as possible.

2.8.3 Nothing is for free

We are committed to finding the best possible set-up solution and are happy to invest the necessary time. However, we do wish to make a number of additional agreements with you:

- We will agree a fixed fee for each set-up query. That way, you know up front what the investment is for your set-up query. Service Management fees can be found on the Customer Portal.
- A Service Management appointment can be cancelled at least 3 working days in advance. If the appointment is cancelled later, we will invoice the fee for an analysis.

2.9 Consultancy

Our Consultants will help you implement and optimise our software. This is done online. However, it will be useful sometimes to meet face to face. The Project Manager or Consultant will coordinate these moments with you.

An AFAS Project Leader will supervise software set-up implementations or larger set-up optimisation projects. In close consultation with you, the Project Leader will draw up a project plan including schedules, objectives, scope and responsibilities. We will monitor progress on each project, and the Project Leader will immediately notify you of any budget overruns. Likewise, we will discuss any other discrepancies with you in good time. At the end of each project, we will carry out an evaluation so as to keep our services at a high quality level.

During the project, we will use our SIMPLR online implementation portal, in which all project information is recorded and available centrally. The portal allows all stakeholders (you and our project members, and any partners) to work together on the successful implementation or optimisation. This is also where information about activities, test and acceptance findings, and risks including risk mitigation measures can be found.

Before implementation starts, we assess the knowledge and experience of your project organisation to make the implementation a success together. After completion of the implementation project, Consultancy will transfer the project to Customer Support.

You can schedule incidental or additional consultancy work for 1 or more individual days via the Customer Portal. A standard consultancy working day comprises 7 hours and takes place online.

We do not charge any additional travel or accommodation costs for necessary on-site visits. Current Consultancy fees can be found on the [Customer Portal](#). A Consultancy appointment can be cancelled at least 3 working days in advance. If the appointment is cancelled later, we will invoice the fee corresponding to the duration of the appointment.

3 Continuity of service

We will guarantee the continuity of our software during the contract term (including renewal options) for source codes, the SaaS service, working in the Cloud and data Availability.

We serve 12,000 customers, with 3.5 million employees receiving their payslips through our software. We have a subscription model for using our software through our SaaS service AFAS Online. Our customers pay a fixed monthly fee for usage. The number of users or employees (the licensed quantities) using our software determines the fee to be paid. These fees are our primary source of income and provide a solid base of continuous income.

In 2024, the licence value was more than 277 million euros. Solvency was 85% with more than 191 million euros of equity available to ensure continuity. Furthermore, no debt capital has been raised, meaning the likelihood of bankruptcy is very low. To eliminate the very small chance that remains, we have set up a continuity scheme with the following components:

- If the data centre becomes insolvent, the data centre will continue to provide services to us until a continuity plan has been agreed.
- If AFAS becomes insolvent, the data centre will continue to provide services for 2 weeks after the insolvency. Before the services are discontinued, the data centre will consult with the bankruptcy trustee to maintain the services and secure financial obligations.
- You will always have the option of exporting all your data in common formats such as CSV or XML.

4 Termination of subscription

If the subscription is terminated, it is important to us that the relationship is maintained. We always strive to say goodbye to the satisfaction of both parties. It is important to note that you do not depend on us for the exit. You can perform or initiate all the necessary steps yourself without our intervention.

It is common practice to describe this process in an exit strategy. Our exit strategy is outlined below. We will provide full cooperation on expiry or termination of the subscription and when switching suppliers. We will provide support for a full switch to a similar ICT service, limited continuation, a transfer or extended use. Data entered and data generated in your environment will remain your property.

Terminating the licence can be done with effect from the next invoicing period or from the date specified. This can be done for the first time after one year of full invoicing or at the end of the agreed initial period (if any).

Notice to terminate must be given no later than 3 working days before the new invoicing period. After terminating the contract, you will no longer have access to the software or the corresponding data. We will archive the entire production environment for 1 year.

After 1 year, we will remove the environment permanently, including all data and the set-up. We can also delete the environment earlier if so requested. However, the environment including all data and the set-up will remain fully available if you continue the subscription with an amended licence.

The table below explains what other [options](#) are available besides terminating the licence.

OPTION	FEATURES
MINIMUM LICENCE (10 ERP OR 25 HRM USERS)	- Invoiced monthly - Unlimited duration - Full access to the software and data - Customer contact and support according to the SLA

VIEWING LICENCE (1 USER)	10% of the highest monthly amount in the last 36 months, minimum of EUR 100 per month - The maximum term is 10 years - Full access to data and limited access to software (no access to portals, connectors, new returns or wage processing) - No customer contact or support
ARCHIVE LICENCE	5% of the highest monthly amount in the last 36 months, minimum of EUR 25 per month - We will keep all data for as long as you require - No access to the software - No customer contact or support
FULL TERMINATION	- No costs - We will keep all data for 1 year - No access to the software - No customer contact or support

Table 14: licence options on exit

We recommend following the following steps in the event of an exit:

- **Draw up a script:** identify wishes and options, draft the technical documentation, identify the data to be transferred and choose either to terminate the subscription or purchase an amended licence. All activities to be described in the script, including roles and responsibilities. Drafting the script is your responsibility because it also involves other parties than just us. We will provide support where necessary.
- **Run the script:** the next step is to export the data. You can do this independently, and this is also primarily your responsibility. If you require support with the data export, Customer Support can advise you and help you use the export functions free of charge. If required, Service Management can provide support in more complex cases. We will provide you with a cost estimate in advance.
- **Discharge:** together, we will check that the script has been fully completed and all necessary data have been duly received by the new supplier. That completes the transition.

5   Data processing agreement

You have a contract with us, which means that we will process personal data for you and on your behalf. In such cases, the General Data Protection Regulation (GDPR) requires us to enter into a data processing agreement. Because we provide standard software and standard services, the data processing agreement is included in this SLA. In this agreement, we are the 'processor' and you are the 'controller'. We both have to comply with the GDPR. The definitions we use for this purpose are in line with the GDPR. We only process personal data on your instructions and to perform our agreement.

If we have entered into a separate data processing agreement with you, that will take precedence.

5.1   Processing instructions

Our processing activities (service) consist of making available our software containing the data entered and generated by you. We will not add, modify or delete any data without written instructions. You can give those instructions via a request in the Customer Portal or via the software.

Your can record different types of personal data in our software. You are responsible for determining the purposes and means of processing, including what personal data or what categories of personal data you wish to store and process using our software. You can also create your own categories of personal data that you wish to process.

You will have to make your own assessment as to whether our service with our software is appropriate for your intended processing. We can advise and support you with this at your request (at our normal hourly rate). If a data protection impact assessment is mandatory, or you wish to conduct one, you will need to carry out the assessment yourself as data controller.

Our software (Profit) provides an overview of all personal data processed, including personal fields that you have added. More information is also available from the Help Center. This way, it is always clear which (categories of) personal data are being processed, for which you are the controller and we are the processor.

We collect anonymised data regarding the use of our software products and services. These data show us whether you use certain components of the product, and if so, how and how often. We only use these anonymised data to improve our software products and services. We never use these collected user statistics for commercial purposes and will never pass them on to third parties.

In addition, AFAS may collect anonymous data that can be traced back to the subscription and can pass them on to our service departments. This ensures that the department concerned can provide you with information in the case of any set-up errors or advise you on how to use the software.

5.2 Duty of confidentiality

We understand that the information you share with us and store in AFAS Online is business sensitive. That is why all our employees must keep your data confidential, as they are also obliged to do under their employment contract. AFAS will ensure that employees comply with the obligations set out in the data processing agreement, even after the agreement is terminated.

5.3 Employees with access to customer data

AFAS Online's system administrators have full access to customer data to:

- install new versions;
- apply patches and hotfixes;
- manage backups;
- transfer data within the AFAS Online domain.

In necessary cases, and with the approval of our IT Manager, Product Development staff will also be given temporary access to customer data. Other AFAS employee will only be given access to your data with your express prior consent. You can give this consent via your own authorisation tool in the software.

5.4 Privacy rights

We have no control over the personal data you make available. We will only provide data to third parties with your express consent or as required by law.

Likewise, we will only process personal data for the purposes agreed upon. You guarantee that we are allowed to process the personal data on one of the legal grounds specified in the GDPR.

To the extent required by applicable laws and regulations, independent and expert auditors hired by you (or auditors assigned by the regulatory authorities) may conduct audits. They may check our compliance with the terms and conditions set out in the contract, any regulatory rules and applicable mandatory rules of law. We will notify you of any audit by the regulator as soon as possible, provided that the audit covers your data and notification is not prohibited by law.

All costs associated with conducting an audit at your request, including internal costs of our staff, will be charged on to you. We will not pass on all the costs if the audit shows that we failed to meet our obligations in key areas. In that case, we will agree on a reasonable division of costs.

5.5 Data subjects

You are responsible for the data entered for data subjects and for notifying them and helping them. We never respond to requests from data subjects and always refer them to the data controller. If a data subject exercises their rights under the GDPR or other applicable regulations for the processing of personal data, we will always assist you, if this is possible in the software, so that you can meet your legal obligations.

5.6 Security

From a technical and organisational point of view, we do everything possible to protect your personal data against loss or other unlawful processing. We are ISO 27001 and NEN 7510-certified for that purpose. The measures described therein form the basis for an appropriate level of security that is in line with the GDPR. More information can be found on our special AFAS Online page in the Customer Portal. We will always help you to meet your data processing obligations under the GDPR and other laws and regulations.

We will be liable for any damage or loss in the context of personal data caused by acts or omissions on our part or on the part of the subprocessor. This is subject to the limitation of liability as specified in Chapter 4: 'Liability' in the General Terms and Conditions.

If the Dutch or Belgian Data Protection Authority (DPA) gives you a binding instruction, you must report this to us immediately. We will do everything possible to enable compliance.

5.7 Subprocessors

We process customer data in the data centres of our subprocessor, LeaseWeb Netherlands B.V.. Its data centres are located exclusively in the Netherlands (Schiphol-Rijk and Haarlem) and are subject to Dutch laws and regulations. They comply with the strict Dutch and European legislation for logical and physical access security and continuity. The data centres have at least ISO 27001 certification. The personal and other data are processed by us and our subprocessor exclusively within the European Economic Area. The same obligations apply to us and our subprocessor(s).

We will not allow new subprocessors to process data without informing you about this in good time (at least 4 weeks in advance). You can also let us know that you object to a subprocessor at any time.
We will deal with these objections at management level. If we still allow the new subprocessor to process data, you may terminate the agreement with immediate effect. We make every effort to ensure that sub-processors are bound by the same agreements as made between you and AFAS. Insofar as the sub-processor fails to comply with those agreements, AFAS will be liable for this as a processor, as if it were itself.

5.8 Obligation to report data breaches

Under the GDPR, data controllers must report any data breaches to the Dutch or Belgian DPA. That is why we do not report to the DPA ourselves.

Of course, we will inform you correctly, in good time and completely about relevant Incidents. This will enable you, as the controller, to comply with your legal obligations. The DPA's policy rules on the obligation to report data breaches provide more information on this.

If you make a (provisional) report to the DPA and/or the data subject(s) about a data breach at AFAS, please let us know first. We can then make the right decisions about the actions to be taken together.

5.8.1 Determining whether there has been a data breach

We use the GDPR and the related policy rules on reporting data breaches as a guideline for determining whether there has been a personal data breach.

5.8.2 Notification to you

If we have a security incident or data breach, you will be notified as soon as possible after we have become aware of it. To achieve this, each AFAS employee can report a data breach via the internal procedure (workflow). We expect you to help us do this as well.

For the sake of clarity: we will of course also report data breaches occurring at a subprocessor. In that case, we will be your contact point.

5.8.3 Notification term

The GDPR requires us to report security incidents and data breaches 'without undue delay'. In the event of a security incident, we will notify you as quickly as possible, but no later than within 48 hours after discovery. It is up to you to assess whether the security incident falls under the term 'data breach' and whether a report to the DPA is required. After we have notified you, you will have 72 hours to do so.

5.8.4 Selecting your point of contact

We will notify your point of contact about a data breach. If they are no longer your point of contact, you can change this via the Customer Portal. You can also register additional points of contact under 'Organisation details'. Tick 'Privacy news' to do so.

5.8.5 Information provision

We will always try to provide you immediately with all the information you need to make a report to the DPA and data subjects.

5.8.6 Progress and measures

We will inform you about our progress and measures. We will make arrangements about this with the point of contact for the report. In any event, we will keep you informed if the situation changes, if there is additional information and about the measures we take. We will record all security incidents and deal with these using a fixed procedure (workflow). We check the registration and handling of security incidents by means of an audit for the ISO 27001 certification.

5.9 Deleting and/or exporting data

After expiry of the agreement, we will delete all data, as set out in our General Terms and Conditions under 'Amending or terminating the licence'. You can make a request if you want data to be deleted sooner. We will then be obliged to do so.

Before termination of the agreement, you can export all data in common formats (such as MS Excel, CSV and PDF). You can save attachments to file items onto your own system via the GETConnector (API).

5.10 Approved models

We have aligned the content of this data processing agreement with several standard general and uniform terms and conditions as used by the industry. The aim here is not to sign separate agreements and still provide security. The standard general and uniform terms and conditions we currently recognise are:

- Healthcare Sectoral Organisations: the model Data Processing Agreement, December 2022 version, has been accepted with mutual consent. You can download it **here** including the annexes.
- Education Sectoral Organisation: the Generic Model Processing Agreement 4.0 Framework ISP, pertaining to the agreement 'Digital educational resources and privacy' 4.0, drawn up by the Primary Education Council, Secondary Education Council, Netherlands Association of Senior Secondary Vocational Schools, GEU, VDOD and KBb-e, managed by Edu-K (www.edu-k.nl). You can download it **here** including the annexes.

6 Certifications

To keep control of our quality and service, we have developed a quality management system. This system is regularly checked by an external party. These checks are documented in certificates, which can be found on the Customer Portal.

The following certifications, audit reports, standards and controls apply:

- **ISO 9001:** quality certification regarding the development, sale and implementation of, and support for, our software.
- **ISO 27001 and NEN 7510:** certification in the context of information security risks of AFAS Online.
- **ISO 14001: c**ertification in the context of controlling an environmental management system.
- **CSR Performance Ladder, step 5**: corporate social responsibility certification.
- **BREEAM-NL:** certification method for a sustainable built environment.
- **Uniform Submission of Pension Data (UPA) certification:** a secure, automated exchange of data with pension funds.
- **Public Records Act**: AFAS Profit can be used to comply with the Public Records Act in accordance with **NEN 2082** or **ISO 16175**.
- **Digital signing:** checking the digital signature process in AFAS Profit.
- **Nirpa PE Points:** being allowed to give accredited courses to students.
- **ISAE 3402, type II report:** control of the quality and security of AFAS Online.
- **Financial statements:** checking the internal controls relating to automated processing.
- **ITSM:** we use best practices in the area of IT Service Management.