

SLA AFAS PROFIT

AFAS SOFTWARE BV OCTOBER 2026

Table of contents

1 About this SLA 1

1.1 Validity 1

1.2 Changes 1

2 Service catalogue 2

2.1 Additional environments 3

2.2 Customer Support 4

2.3 AFAS Online technical management 6

2.4 Software maintenance 9

2.5 Partners, Experts & Certified integrations 11

2.6 First Class services 11

2.7 Training 12

2.8 Service Management 13

2.9 Consultancy 14

2.10 SIMPLR 14

2.11 Reporting 15

3 Digital sovereignty 16

3.1 Our view on digital sovereignty 16

3.2 Continuity of service 16

4 Exit options 16

5 Data processing agreement 17

5.1 Processing instructions 17

5.2 Duty of confidentiality 18

5.3 Employees with access to customer data 18

5.4 Privacy rights 18

5.5 Data subjects 19

5.6 Security 19

5.7 Subprocessors 19

5.8 Obligation to report data breaches 20

5.9 Deleting and/or exporting data 20

5.10 Approved models 21

6 Certifications, audit reports, standards and controls 21

Definitions

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.
Availability	The availability of the SaaS service calculated per month, excluding scheduled maintenance, emergency maintenance, and force majeure.
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.
Emergency	A production-disrupting problem with a major impact, such as the total unavailability of the software via the SaaS service.
GPAI-models	General-purpose AI models designed for general use and to be versatile. They are trained on large amounts of diverse data and can be used for a wide range of tasks. This means you do not need to train them separately for each specific task. Platforms from Microsoft, OpenAI and Google, amongst others, offer these.
Incident	We will register all notifications made to the service desk as 'incidents' (incident management). This may concern an error, failure, set-up issue or knowledge question.
Performance	The time required to start up various processes, such as opening an input screen, processing data, handling complex operations, or the response time from system start-up until the service is available to the user.
Recovery time	The period during which we take measures to resolve or prevent disruptions. The recovery time starts as soon as you report an incident or emergency via the customer portal. If your report is received outside our business hours, the recovery time will start at the next time we are available.
Response Period	The maximum time between the time of a notification via the Customer Portal and our response. If you submit a notification 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.
System response time	The time from when a window or functionality is launched until it is available to the user.

1 About this SLA

In this Service Level Agreement (hereinafter 'SLA'), we set out the services we provide. We aim to be as transparent as possible and to use as few technical terms as possible, so that everyone can fully understand our SLA. We have therefore deliberately included as few complex legal clauses or exceptions as possible. However, we have included commonly used IT service management (ITSM) terms, which are usually shown in brackets.

For the same reasons, we have included provisions in this SLA governing the processing of personal data. This means that our SLA also serves as a 'data processing agreement'.

We'd love to hear from you if you have any suggestions for improvement (or questions) regarding this SLA. Please submit these via the 'Service Agreement and Terms and Conditions' page on the Customer Portal. The current SLA can also be downloaded 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 are constantly improving our software, AFAS Online, and our services. We also keep abreast of changes in legislation and regulations, security, technology, privacy, data rights and the way in which customers use our services. We therefore update this SLA from time to time. We only do so when there is a valid reason to do so. For example, in the event of changes to our service catalogue, support, maintenance, availability, security, sub-processors, certifications, processing agreements, exit options, legislation and regulations, or third-party services. We also correct errors or clarify the wording.

With every change, we take your legitimate interests into account. Minor changes, such as clarifications, textual adjustments, process improvements or positive enhancements that do not adversely affect you, may take effect immediately. Necessary changes relating to security, business continuity or legislation and regulations may also take effect sooner if required. Is it a substantial change that could adversely affect you? In that case, we will inform you at least two months before the change takes effect. We will do so via the newsletter, release notes, the Customer Portal, email, the status page or a similar channel. In the release notes, we also offer the option to subscribe to an RSS feed.

We will only implement changes to the data processing agreement insofar as they are compatible with the GDPR and our role as a data processor. We will continue to process personal data in accordance with your documented instructions, unless required otherwise by law. We do not remove or restrict any mandatory elements of the data processing agreement as referred to in Article 28(3) of the GDPR, and in doing so we never lower the level of protection for you as the data controller. We will notify you of any new sub-processors as described in clause 5.7. We will also always notify the contact persons you have specified via the Customer Portal for 'Privacy news' by email of any other material changes to the data processing agreement.

If you do not agree with a material change that adversely affects you, you may submit a suggestion for improvement or an objection via the Client Portal before the effective date. We will then carefully assess the change and your objection and work with you to find a suitable solution. Together, we always know more.

If we cannot reasonably reach an agreement together, you may terminate the agreement in respect of the part to which the material change relates. You may do so up to the date on which the change takes effect. Until that date, the most recent SLA agreements will continue to apply to that part, unless we agree otherwise in writing.

We will therefore not use this clause to make substantial changes to matters such as service levels, security arrangements, data rights, exit and switching rights, or the processing of personal data to your significant disadvantage without a compelling reason.

Each version of our SLA states the month and year of entry into force, for example: "AFAS Profit SLA, October 2026 version". You can view and download the current version via the Customer Portal.

2 Service catalogue

This chapter describes the services we provide, including the associated service components and service actions.

SERVICES	DESCRIPTION
DELIVERY OF ERP OR HRM & PAYROLL SOFTWARE	We develop and supply off-the-shelf online software under the product group name Profit, in the form of an ERP or HRM 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 standard software does not allow for customisation (modification of the source code). However, the functional design of our software can be adapted to a large extent to meet our customers' needs.

Table 1: services

FIXED COMPONENTS	DESCRIPTION
SOFTWARE	The following access points 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) ▪ AFAS Connect (online tool for building and testing connectors) All these access points utilise one and the same database. The users, employees, environments and tax 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 our SaaS service; we explain this in more detail in section 2.3.
ONLINE HELP CENTRE	We have combined our most important 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 you 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	The possibilities offered by additional environments are explained in more detail in section 2.1.

Table 3: optional service components

FIXED ACTIONS	DESCRIPTION
CUSTOMER SUPPORT	The services provided by Customer Support are explained in more detail in section 2.2.
TECHNICAL MANAGEMENT	The technical management of AFAS Online is explained in more detail in Section 2.3.
SOFTWARE MAINTENANCE	Further details on the maintenance of our software are set out in section 2.4.
PARTNERS, EXPERT & CERTIFIED INTEGRATIONS	Partners, experts and certified links 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	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	The education and training opportunities are explained in further detail in section 2.7.
SERVICE MANAGEMENT	Our Service Management practices are explained in more detail in Section 2.8.
CONSULTANCY	Our Consultancy practices are explained 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 service is exclusively available to organisations that have been working with AFAS for some time. Would you like to know whether you meet the conditions? For more information, visit the Customer Portal, where you can also submit an application.

Table 5: optional service actions

2.1 Additional environments

By default, you have a production environment and a test environment at your disposal. For various reasons, it may be desirable to create 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 a 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 our software before releasing them for use in the production environment.

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 whohas access to the test environment.
TRAINING	The demo environment contains fictitious users, making it ideal for trying things out or staff training.
TEMPLATE	We provide industry-specific template environments filled with best practice design, configuration, and content focused on this industry.

Table 6: list of possible additional environments

Test, demo and template 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 Reporting an Incident

If you have any questions, you can contact our service desk. Our service desk is called Customer Support. Our Customer Support staff are available to help you get the most out of the software, answer any questions or resolve any incidents (service request).

Before submitting an incident, 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 Help Center provides no solution. You can submit a notification 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 our software; 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. The terms and conditions relating to the submission of an incident are set out on the customer portal.

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.
REPORT INCIDENTS	This role allows you to submit Incidents and access your own Incidents.
VIEW INCIDENTS	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

Do you have an urgent problem where an important part of the software is not working (properly) and you need urgent support? Don't just submit an Incident, but also contact us by telephone. Or increase the priority of your Incident using the "Increase priority" button. Customer Support will assess the priority increase and take immediate action if it falls within the conditions.

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 Emergency 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 work does not stagnate. 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 status of the Incident can be tracked via the Customer Portal. Each status change is followed by an update via email to the person who submitted the Incident. This means you are involved in the handling of the Incident and can always add a response or additional information.

We classify questions about functionalities as priority 3. Only malfunctions in the SaaS service or other problems that disrupt production or entire processes are classified as priority 1 or 2. Priority 1 is reserved for customers with a First Class contract. We announce malfunctions on AFAS Online via the AFAS status page AFAS Status, including any error messages, interim status updates and the (expected) recovery time.

The following response and recovery times apply to all incidents after the incident has been reported:

PRIORITY	RESPONSE PERIOD	MAXIMUM RECOVERY TIME OR WORKAROUND
PRIORITY 1	No later than 1 hour.	As quickly as possible, in >95% of cases within 1 working day(*)
PRIORITY 2	No later than 1 working day.	As quickly as possible, and no later than within 10 working days.
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

(*) In the event of a Priority 1 Incident, we put everything else on hold. We immediately start the analysis and continue to work on it non-stop until a solution or temporary workaround is found. Even outside working hours. We then have only one goal: to get your business and processes up and running again as quickly as possible.

Sometimes it takes a little longer, for example if we are waiting for an external party. But for Priority 1 incidents, we guarantee (subject to force majeure) that more than 95% will be resolved within one working day. In practice, this is often within a few hours.

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 device after you have given your consent.
- By requesting a backup of the customer environment for the purpose of internal investigation in the case of an Incident. This will be provided automatically to the Customer Support representative. Once the incident has the status of 'closed' 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 representative 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 the AFAS representative to be added as a system user. We will then automatically add the AFAS representative and also automatically block them once the Incident has been closed.

2.2.6 Support+

We offer the option of activating Support+ free of charge. Support+ means that we will automatically add the AFAS representative 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 representative).
- A Service Management request (Service Manager).
- A Consultancy request (Consultant).

The AFAS employee will have access as long as the incident remains open. Once the incident has been closed, we will automatically block the AFAS employee. 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 representative obtaining access in this way have a Certificate of Good Conduct.

2.3 AFAS Online technical management

AFAS Online is the SaaS (Software as a Service) platform through which we provide our software. Together with a number of experts in cyber security and risk mitigation, we ensure that the security of hardware, connections and data is optimally configured and that a robust backup schedule is in place. Naturally, we continuously invest in the platform's hardware so that you are always working with the most modern and secure technology.

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

System 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

Security is, of course, a key priority for us. 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.

For further information, please also see the customer portal.

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 window 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 data centres in the Netherlands and Germany for our SaaS service. We continuously mirror 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 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 representative 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 System response times) and, if necessary, will make improvements on that basis.
- **Collect pseudonymised data 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.

We retain this data for a maximum of 3 years.

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

We continuously invest in the further development of our software. This allows us to keep the software up to date in terms of legislation and regulations, and we use input from the market or customers to improve existing functionalities and add new ones.

2.4.1 Change Management

Product Management

Product management continues to develop our software. They determine which features will be included in the roadmap, both in the short and long term. They draw inspiration from legislation, customer requirements, conferences, consultation sessions and feedback from within the organisation, such as from Sales, Consultancy, Success Management and Customer Support.

We also organise focus sessions in which customers from different industries contribute their ideas to large projects. We offer a transparent platform for ideas via the wish list. Product managers assess each wish in terms of content and feasibility. If a wish receives sufficient support and is feasible, we schedule it. We indicate this directly next to the wish.

Design & Development

Product management informs Design & Development about the desired functionality. Application designers translate this into a design that forms the basis for the development process. We also examine the impact on the application, architecture, links and foreign customers.

Once approved, we share the design with the project team so that everyone is aware of the vision and goal.

Content & Documentation

Our software includes standard content based on best practices, such as reports, analyses, alerts, dashboards, workflows, standard configurations, and tax reports. The content team develops this content and adapts it to new or modified functionalities. They also set up the demo environment.

Based on this, documentalists create course materials and update the Help Centre.

Test & Quality

Test & Quality monitors the quality of our software. We test new and modified functionalities with automatic scripts based on the TMap methodology. We focus on mass, diversity and automation. Regression tests provide insight into the impact of changes on existing functionality.

An external expert conducts an annual security test. We share the results via the Customer Portal. Together with customers, we also test the user-friendliness of new functionality in 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 carry out repairs and minor adjustments via patches. These updates are automatic and take place regularly, so you always use the most up-to-date software. We thoroughly test each patch in advance. You can read the details in the 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. Each year, we assess how many versions we want to and are able to release. This is usually two or three per year. We always announce this well in advance via our roadmap.

2.4.3 Use of Jonas (AI) in our software

Within our software, we offer various AI functionalities under the collective name 'Jonas'. You must activate each functionality individually in order to use it. Without activation, therefore, no AI processing takes place. By activating a functionality, you authorise us to process the personal data necessary for that functionality, in accordance with the data processing agreement (Chapter 5).

For each AI feature, we publish an AI transparency card in our Trust Centre. In these cards, we describe, amongst other things, how the feature works, its intended and excluded uses, models and suppliers, sub-processors, processing locations, retention periods, restrictions and the respective responsibilities. Each card has a version number and a change history, and you can download it for your own records. The AI transparency sheet is for information purposes only; in the event of any discrepancy between an AI transparency sheet and this SLA, this SLA shall prevail. We will notify you of any changes to an AI transparency sheet via the release notes on the Customer Portal. We never implement changes to data processing – such as data categories, the processing location or the use of a sub-processor – solely by amending the map. In such cases, the provisions regarding material changes set out in Articles 1.2 and 5.7 apply.

There are AI functionalities in which data is processed by an external AI model. The following applies in such cases:

- Processing takes place within the European Economic Area.
- We do not use customer data for our own commercial purposes or for training AI models.
- The external supplier processes the data exclusively on our behalf as a sub-processor in accordance with Article 5.7 and does not use your data for its own purposes or for training its models.
- We do not store prompts or the output generated by the AI with the external supplier.

The following responsibilities apply to you:

- You must use an AI feature solely for the intended use described in the AI transparency card and in accordance with applicable laws and regulations. Use for an excluded or prohibited application is not permitted. Use outside the intended use may have consequences for your own role and obligations under the AI Regulation (Article 25).
- AI output may contain errors. You must therefore ensure appropriate human oversight before using the output to take any action or make any decision, and you must not remove or bypass any AI labels.
- A fair use policy applies to AI functionalities. You are responsible for using these functionalities reasonably, in line with usage by comparable customers. In the event of extremely excessive use, we will ask you to reduce your usage to a reasonable level. If the excessive use continues thereafter, we may temporarily restrict or deactivate the relevant AI functionality.

We are subject to the following responsibilities:

- We are responsible for the technical quality and operation of the functionality provided.
- Chapter 4 of the General Terms and Conditions applies to liability.
- Upon request, we will provide you with the information reasonably available to us and which you require to fulfil your own obligations under the AI Regulation and the GDPR, for example as input for your data protection impact assessment (DPIA).

We are continuously developing the AI functionalities and may amend or discontinue them. We will inform you of this in good time. For any material change that may adversely affect you, including the discontinuation of a functionality you use or the introduction of charges, the procedure set out in clause 1.2 applies.

2.5 Partners, Experts & Certified integrations

We have an extensive partner network for additional products and services. 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 purchasing 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 representative 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 enhance your settings (*).
- 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 reachable 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 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 believe it is important that you are able to work independently with our software. This ensures the optimal use of our software within your organisation. That is why we offer a comprehensive range of courses and training programmes via the knowledge portal. These are designed to train project teams, support the professional development of existing staff and train new recruits. In this way, we help your staff build the knowledge and skills they need to use our software effectively and efficiently.

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.

2.7.1 Self-study courses – starter courses

We make our self-study courses available free of charge to all customers. This gives you easy access to a wide range of online courses, enabling you to learn about the basic features of our software at your own pace. The self-study courses can be completed entirely online, at your own pace and without a tutor. This means you can learn, practise and expand your knowledge whenever you like, at no extra cost.

Would you like some extra help whilst following a self-study course? As a customer, you can take part in a knowledge centre free of charge. During a knowledge hub session, you work on your own course, at your own pace and without classroom-based instruction. If you get stuck or have a question, an AFAS member of staff will be on hand to help you further.

With the free self-study courses and knowledge sessions, we make it as easy as possible for customers to get the most out of our software, without incurring any additional training costs.

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. You can find the costs for this in the price list.

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. You can find the costs for this in the price list.

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 in accordance with the price list.

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 in accordance with the price list.

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 in accordance with the price list.

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

If you want to work successfully with our software, you need to keep optimising. You can contact a Service assistant for support with minor set-up issues that have limited impact (standard change). Our Service assistant 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.

Service Management provides small-scale configuration services at a fixed price. We do this entirely online. We offer three types of configuration services:

- Configuration enquiries.
- Optimisation sessions.
- AFAS Direct implementations.

2.8.1 Configuration enquiries

A configuration enquiry can be anything you, as a customer, need help with to get more out of our software. We handle these as follows:

Assessment of the issue

We first assess every configuration enquiry you submit. In doing so, we determine whether Servicemanagement is the right service provider for the issue in question. The outcome of an assessed enquiry is:

- A definitive answer as to whether Servicemanagement is the right service for the configuration enquiry.
- That the configuration enquiry has been assigned to the appropriate Service Manager.
- That you know when the Service Manager will contact you to discuss the substantive analysis.

Response period

- We will assess the design enquiry within 1 working day.
- We will schedule the analysis and implementation of the design enquiry as soon as possible.

A fair exchange

Every day, we strive to find the best design solution, and we are happy to set aside time for this. Naturally, this involves a number of additional agreements:

- We agree a fixed price for every configuration request. This way, you know in advance what the investment for your configuration request will be. You can find the prices for Service Management on the Customer Portal.
- The notice period for cancelling a Service Management appointment is 3 working days. If you are unable to cancel an appointment earlier than this, we will invoice you for the amount associated with an analysis.

2.8.2 Optimisation sessions

These are online sessions where the configuration product is determined in advance. Under the guidance of a service manager, you will work within your own environment. The result of the sessions is a working standard configuration at a fixed price.

2.8.3 AFAS Direct implementations

AFAS Direct implementations are small-scale implementations of our ERP product, with a fixed scope and content, delivered using a straightforward project approach. The implementation takes place entirely online under the guidance of the service manager.

2.9 Consultancy

For larger-scale and high-impact organisational challenges (normal change), we have a comprehensive Consultancy department. You can also request Consultancy support via the Client Portal, after which we will contact you to discuss your request and provide details of the schedule and costs. Where possible and desired, we will assign the same consultants who carried out the implementation.

Our consultants will help you with the implementation and optimisation of our software; this can take place in various ways. For example, we run configuration sessions, which always take place in person at AFAS and involve several clients. We also hold sessions with just the consultant or project manager; these generally take place online. The planning and format will be agreed with you by the planning department or project manager.

An AFAS project manager oversees implementations or larger optimisation projects relating to the configuration of the software. The project manager draws up a project plan in close consultation with you, setting out the timetable, objectives, scope and responsibilities. We monitor the progress of each project, and the project manager will immediately flag any instances where the budget is exceeded. Should any other deviations arise, we will discuss these with you in good time. Following the completion of each project, we carry out an evaluation to ensure our services remain of the highest standard. Before implementation begins, we assess the knowledge and experience of your project team to ensure we work together to make the implementation a success. Once the implementation project is complete, Consultancy hands the project over to Customer Support.

You can schedule one-off or additional consultancy work for one or more individual days via the Customer Portal. A consultancy working day lasts 7 hours and takes place online as standard. We do not charge any additional travel or accommodation costs for necessary on-site visits. You can find the current Consultancy rates on the Customer Portal. The notice period for cancelling a consultancy appointment is 3 working days. If you are unable to cancel an appointment in time, we will invoice you for the amount corresponding to the duration of the appointment.

2.10 SIMPLR

During a project or a service management or consultancy tender, we use our online implementation portal SIMPLR. All relevant information is centrally recorded and available on this portal. On this portal, all parties involved (you and our project team members, as well as any partners) work together towards a successful implementation or optimisation. It also contains details of activities, test and acceptance findings, and risks, including risk mitigation measures.

2.11 Reporting

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

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

Availability, maintenance and malfunctions

Below is a sample report of Availability, maintenance and malfunctions 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 malfunctions reporting

The AFAS Online report summary shows the number of times maintenance was carried out and malfunctions 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 resolution 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
[redacted]	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
[redacted]	Workflows Procesbeheer	12-06-2025
[redacted]	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

3 Digital sovereignty

3.1 Our view on digital sovereignty

For us, digital sovereignty means that you retain control over the data, processes and dependencies that are important to your organisation. That is why we are transparent about where we process your data, which parties are involved, and how privacy, security, continuity and freedom of choice are safeguarded. See also our theme page.

We develop our software in the Netherlands and host AFAS Online in Leaseweb data centres within the European Economic Area (EEA). For a limited number of additional AI features, we use Microsoft services within the EEA. You must explicitly activate AI features yourself within your environment before you can use them.

We make informed choices and limit dependencies wherever possible. In doing so, we always carefully balance functionality, innovation, privacy, security and continuity. We do not use customer data for commercial purposes and continue to invest in demonstrable control measures and independent audits of our services. For this reason, in addition to our ISO 9001, ISO 27001 and NEN 7510 certifications and the ISAE 3402 statement, we have now also drawn up and had audited the ISAE 3000 statement.

Digital sovereignty also means that you are not unnecessarily dependent on us. You can export your data at any time, entirely independently and free of charge, in standard formats such as MS Excel, CSV and PDF. You can save attachments to file items in your own system via the GetConnector (API). Upon termination of the subscription, we will support a careful handover or exit, as described in Chapter 4 of this SLA and Article 6.2 of our Terms and Conditions.

3.2 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 2025, the licence value was more than 313 million euros. Solvency was 89% with more than 258 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 Exit options

When terminating your subscription, it is important to us that we maintain our relationship with you. We always aim to part ways in a manner that satisfies both parties. It is important to note that you are not dependent on us for the exit process. You can carry out or initiate all the necessary steps yourself without our involvement.

We support a full switch to a similar IT service, limited continuation, a transfer or extended use. Data entered and data generated within your environment remains your property.

Following termination of the agreement, you will no longer have access to the software and the associated data. We archive the entire production environment for one year. After one year, we permanently delete the environment, including all data and configuration. Upon request, we can also delete the environment earlier. However, the environment, including all data and configuration, remains fully available if you continue the subscription with a modified licence.

The table below explains what options are available.

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 tax 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 13: 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 Algemene Verordening Gegevensbescherming (AVG) 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 AVG. The definitions we use for this purpose are in line with the AVG. 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 contract is terminated.

5.3 Employees with access to customer data

Support staff, service managers, consultants and project leaders only have access to your environment in the event of an ongoing incident, a request or a project. You grant them access to the environment yourself. Once the matter is resolved, you revoke that access yourself. With Support+, this happens automatically.

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 AVG.

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 AVG. 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 AVG 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 sub-processors, which are:

- **Leaseweb Netherlands B.V. and Leaseweb Deutschland GmbH** We host our SaaS service AFAS Online at the data centres of Leaseweb. The data centres we use are located exclusively in the Netherlands and Germany and are subject to the relevant laws and regulations. They comply with strict European legislation for logical and physical access security and continuity. The data centres are at least ISO 27001 certified.
- **Microsoft B.V.:** We use Microsoft Azure data centres for a limited number of functionalities. We use the West European data centre for this purpose. More information about this can be found on the websites for the terms and conditions and further explanation about the services. This is a temporary situation; Leaseweb is and will remain AFAS's strategic partner for hosting all customer data. In time, Microsoft will no longer be used as a sub-processor.

We and our sub-processors process (personal) data exclusively within the European Economic Area (EEA). Furthermore, the following principles apply to all our sub-processors:

- Sub-processors act solely on our instructions and have no independent role in relation to you.
- We select, assess and contract sub-processors in accordance with the obligations set out in this SLA, including this data processing agreement.
- We ensure that sub-processors have at least equivalent obligations regarding the protection of personal data and GDPR compliance.
- We remain responsible for assessing, supervising and ensuring compliance with the contractual and legal obligations of the sub-processors.
- The use of sub-processors does not affect our responsibility towards you. To the extent that the sub-processor fails to fulfil its obligations, we, as the controller, shall be liable for this.

You grant us general authorisation to engage sub-processors. If we wish to add or replace a sub-processor, we will always inform you at least two months in advance, even if this does not constitute a material or adverse change. We will always do this by email to the contact persons you have designated for 'Privacy News' via the customer portal. In accordance with the procedure set out in our amendment clause 1.2, you may object to a sub-processor. We will deal with such objections at management level. If we allow the new sub-processor to process data before the objection has been resolved, you may terminate the agreement with immediate effect.

Do we engage third parties in the performance of the agreement, such as for implementation, data conversion, migration or data links? And do these parties have access to (personal) data? If so, they are considered sub-processors under Article 28 of the GDPR. We will notify you of this prior to the work commencing, including the identity of the party in question.

5.8 Obligation to report data breaches

Under the AVG, 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 AVG 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.

The same applies to security alerts. We inform the subscription's contact person of important security news, partly in accordance with our reporting obligation under the Cybersecurity Act. You can also register additional contact persons for this purpose; in this case, by ticking the 'Security news' box for them.

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 contract, we will delete all data, as set out in our General Terms and Conditions. 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 contract, 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, audit reports, standards and controls

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.
- **B Corp:** for companies that consciously create value for employees, customers, society and the environment.
- **UNCG:** United Nations Global Compact (UNGC) – the world's largest CSR initiative.
- **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.