



General Terms and Conditions & Service Agreement

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AFAS Software

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1. About these General Terms and Conditions and Service Agreement

If you do business with AFAS Software (AFAS), we understand that you want to know what you can expect from us. That is why we have drawn up these “General Terms and Conditions and Service Agreement”, in which we clearly describe our services, including the processing of personal data. We would like to be as transparent as possible. That is why we do not have any separate General Terms and Conditions or Processing Agreement with legal articles and exceptions. Everyone must be able to understand our agreements. Individual agreements contained in the contract will also apply, and will prevail if they conflict with the General Terms and Conditions and Service Agreement. If anything is not entirely clear, please let us know.

Changes

Because we continuously improve our software, our services and terms and conditions sometimes change as well. In our view, changes must always contribute to improving the quality of our services. If there are any changes, we will let you know via the Customer Portal. In the event of major changes, we will inform you in a special newsletter or by e-mail.

If you use our software and services, the most recent General Terms and Conditions will apply. If you do not agree with a change, you can submit a ‘suggestion for improvement’. We will then assess whether a change is required. In extreme cases, you may terminate the agreement after the change. The old terms and conditions will then still apply for two months.

2. Agreement

The agreement we have is valid for an indefinite period of time, unless a different arrangement has been made in the contract. With this agreement, you will be granted a licence to use the AFAS software. You will receive a monthly or annual invoice for this licence.

2.1. Licence

The licence includes the product components that you purchase with the corresponding numbers, such as users, employees, environments and returns. You may only use the license for your own organisation(s). The number of employees of the organisation determines the scope of the licence.

2.2. Service

As long as the agreement lasts, you are also entitled to Customer Support and Product updates. Both are included in the monthly license fee. For specific wishes, First Class Support is an option for expansion.

2.3. Pricing

For the price of the licence, we use scales based on purchase quantities and prices per sector/industry. The price may change if the licence quantities are increased or reduced. Details of the products, prices and scales offered can be found in 'Licences & Prices' in the Contract. We index prices annually, taking into account the Consumer Price Index figures for the past year, from July to June. If we index the prices, we will inform you of this, including percentage, before 1 October. The indexation will take effect from the first invoice in the next calendar year. Read more about this on the indexation page in the customer portal.

2.4. Invoicing

AFAS invoices for:

- Licences: in advance, per month;
- Consultancy: in arrears per week or via agreed instalments;
- Service management: in arrears, per week;
- Training: at the start of the training programme.

The subscription invoice and the Customer Portal show the current quantities per product. You will receive all of our invoices by e-mail in PDF and UBL files. The payment term is fourteen days.

2.5. Validity of the licence

The licence is automatically renewed, but we will not do so if:

- An undisputed invoice has still not been paid after 60 days.
- Invoices are paid one month too late on a structural basis.

If the licence expires within 21 days, you will receive a notification of this when logging in.

2.6. Modifying or terminating the license

Modifying the license can be arranged via the Customer Portal. The quantities (employees, environments etc.) can be increased and decreased immediately. An increase and decrease within the same month will not be possible. Reducing the license is possible for the first time after one year of full invoicing.

Termination by the customer

The licence can be cancelled immediately or as of the date stated, after one year's full invoicing. Please note that you report this three working days before the new billing period. After termination of the agreement, you will no longer have access to the software and the corresponding data.

Termination by AFAS

Our notice period is twelve months. We may terminate the agreement with immediate effect if you fail to comply with agreements and we have given you notice of default. This also applies if you have applied for a suspension of payments or bankruptcy.

How do we deal with customer data after termination?

Before termination, you can export all data in common formats (such as MS Excel, CSV and PDF). All annexes to file items can be stored via the GET connector (API) on your own system.

We archive your entire production environment for one year. After one year, we will delete your data definitively. We can also delete the data earlier on request. Data will remain fully available if you continue the subscription with a smaller bundle. See the Subscriptions page in the customer portal.

Adjust SB+ license via accountant

The actual numbers of administrations are charged monthly, with at least the quoted numbers being invoiced during the second year.

3. Liability

We do everything we can to ensure that our software meets our specifications. If it still contains any errors, we will rectify them as soon as possible. We want our software to work optimally and our services must also be optimal. Still, things may go wrong. If you suffer any damage or loss as a result, we will work together to find a suitable solution.

3.1. Liability

Any and all liability issues are handled via AFAS Software B.V. in the Netherlands. Our liability is limited to € 1,000,000 per event or series of events that have the same cause. Our aggregate liability will never exceed €2,500,000 per calendar year. In the event of intent or deliberate recklessness on the part of AFAS, our employees or third parties engaged by us, we cannot invoke the limitations of liability.

We will not be liable for any form of consequential loss, such as lost turnover, lost profits and lost opportunities. This also applies if you or third parties engaged by you make unauthorised changes to our software.

Neither of us will be liable to each other in the event of force majeure. By this we mean force majeure within the meaning of the law. The same applies to the parties' suppliers, improper compliance with obligations by suppliers whom you have been prescribed to us, faults in the power network and faults which impede data traffic insofar as the cause thereof is not attributable to the parties themselves.

3.2. Combined Professional and Business Liability Insurance

We have a combined Professional and Business Liability Insurance policy for exceptional events which we are unwilling or unable to bear ourselves.

Report

If you have a complaint or claim, it is important that you report it to us as soon as possible. We can then immediately start finding a solution. In addition, we must also report a claim to our insurer. Whatever goes wrong, we always want to find the right solution in joint consultation.

3.3. Delivery deadlines

If we fail to meet a delivery deadline, we will enter into joint talks in order to set a reasonable period to properly fulfil all obligations.

4. Services

After implementation of our software, the intention is for you to work with the software yourself as soon as possible. This will allow you to get the most out of the software for your organisation. To achieve this, we support you with Customer Support, Training, Consultancy, Service Management and Success Management. If you need additional help, we have an extensive Partner Network.

4.1. Customer Support

We want you to be able to use our software to its full potential and are happy to help you with that. The employees of the Customer Support department are at your disposal to solve any problems and answer any questions you may have. Before you ask a question, we do expect you to first consult our Help Center (<https://help.afas.nl>). Here you will find all relevant information logically organised at one location. If you do not find the answer to your question there, you can submit an incident via the Customer Portal or contact us by telephone.

AFAS Help Center

We have combined our information sources in an online database: the AFAS Help Center. Here you will find everything about how our software works and stay up to date with new functionalities and developments.

Opening hours and emergency service

If you have not been able to find the answer in the Help Center, you can submit an incident via the Customer Portal. The employees of the Customer Support department answer questions from Monday to Friday; the exact opening hours can be found in our [Customer Portal](#). Customer Support can also be reached by telephone during these hours.

In addition, we offer an emergency service from 6:00 a.m. to 8:00 a.m. and from 5:00 p.m. to 11:00 p.m. every working day. On Fridays, the emergency service is available from 4:00 p.m. to 11:00 p.m. An emergency is understood to mean an "AFAS Online-related problem that disrupts production". Emergencies can only be reported via the Support Center. The Customer Support employee will assess the emergency. We will contact the person who reported the emergency within one hour. Any emergencies that you report outside these times, during the weekend and on public holidays will be dealt with on the next working day. Visit the [Customer Portal](#) for public holidays and other exceptions.

General support

A report to Customer Support is called an 'incident'. This may be an error, failure, wish, configuration issue or knowledge question. In the case of configuration issues, we may refer you to the Service Management or Consultancy department, because the Customer Support department does not offer support for configuration issues.

As administrator of the Customer Portal, you decide who may contact Customer Support on behalf of the organisation. You do so via the authorisation role of 'employee' or 'administrator'. Our telephone line and the Support employee will check for each incident whether the contact person is authorised. We assume that the contact person has received the appropriate training. The contact person has sufficient knowledge of Profit to

submit a clearly described incident. If a user is not a contact person, we do not provide support.

Incident registration

Incidents must always be submitted via our secure Customer Portal. In the event of acute problems, you can contact Customer Support by telephone immediately after registering the incident. If you enter the incident number, you will be put in touch with the Customer Support employee handling the incident.

You can follow the handling of the incident via the Customer Portal and you will receive an update by e-mail in the event of status changes. You are always directly involved in handling the incident and can add responses and other supplementary information yourself.

Priorities and recovery times

The priority of the incident determines the response and recovery time. Most incidents involve questions about our software; these are usually priority-3 incidents and sometimes priority-2 incidents. In the case of a priority-1 incident, the issue must be resolved with the greatest possible urgency. The Support department determines the priority of an incident. The guidelines in this regard are:

- **Priority 1:** Incidents that disrupt production:
Response time within one hour.
Recovery time / workaround: We aim to provide a solution within one working day, but are often dependent on third parties. We will always have a workaround or final solution within three working days.
- **Priority 2:** Urgent incidents that do not disrupt production:
Response time within a maximum of one working day.
Recovery time / workaround as soon as possible, but at the latest within one month
- **Priority 3:** Questions/Error messages:
Response time within three working days.
Recovery time/workaround within three months.

Monitoring

We monitor and analyse the incidents together with Customer Support every day to determine how we can prevent them in future. In some situations, we will contact you directly to discuss any questions. If you have a lot of knowledge questions or frequent contact with Customer Support, we will find a solution together to prevent this in the future.

Access to customer environment

When handling an incident, our employees may request access to the customer environment in various ways:

- By viewing remotely along with you. You will be sent a personal code that you enter at www.afas.nl/meekijken. The Customer Support employee can take over the mouse in consultation.
- The Customer Support employee requests a backup of the customer environment for internal investigation. As soon as the incident has the status of 'handled' or 'ex-

pired', the environment will be removed within 48 hours. As long as the status is different, it will remain available for a maximum of 150 days before being removed. Logging is used to keep track of the employees who have accessed the data. This logging is available via the incident.

- You give the AFAS employee temporary access to the customer environment as a user. You decide for yourself the authorisation level and the period during which the Customer Support employee has access.

Support+

With Support+ we offer the option that an AFAS colleague is automatically added as a system user to your environment, with a direct reason:

- Incident (Customer Support Employee)
- Service management request (Service manager)
- Consultancy project (Consultant)

The employee will have access as long as the request is open. When the incident, request or project is closed, the employee is automatically blocked. The advantage of Support+ is that we can communicate with you faster and more efficiently. All employees who have access to this have a Certificate of Good Conduct.

4.2. First Class Support

With a First Class contract, you have direct contact with the First Class Team. This team consists of experienced employees. For this extra service, a personal appointment is made every year to discuss progress, cooperation and advice with you as a First Class customer.

Extra services

The extra services consist of:

- A preferred First Class employee who knows your sector and organisation;
- Issues are always dealt with by an experienced First Class employee;
- In 90% of cases there is no waiting time for telephone calls;
- Advice on configuration issues;
- Right to 20 hours of service management per year. These hours are used on the basis of availability being divided into 10 hours per six months. The duration of the First Class contract is taken into account.
- SLA reporting with availability percentage and key figures about the service;
- Pro-actively pointing out any incorrect configuration during contact;
- Proactive information on updates, new versions or substantive tips.

Opening hours

For First Class customers, we offer an additional extension to the emergency service. Not only AFAS Online-related emergencies can be reported, but any problem that disrupts production. In addition, emergency service are also available to First Class customers during the weekend.

Monitoring

Monitoring of Prio1 incident by First Class Support:

- Close monitoring of the incident by the First Class team and the Customer Support Manager;
- The Product Manager and the other responsible employees within AFAS will be called upon immediately;
- You are constantly kept informed about the progress of the incident.
- We also work outside opening hours to resolve the incident and expect you to do the same.

Collaboration

The extra collaboration between the First Class customer and AFAS consists of:

- Annual consultations with the responsible First Class employee;
- If necessary, an annual evaluation appointment with the Customer Support Manager or Consultancy Manager;
- Possibility of a traineeship day for your First Class point of contact, if necessary and in consultation with the First Class employee;
- An invitation to attend a First Class inspiration day or event.

First Class Support is stated separately in the monthly invoice. If this is not the case, First Class Support does not apply to you.

First Class cancellation

The First Class subscription starts on the first day of the month following the date of registration and has a notice period of one month, whereby you can cancel no later than the last day of the month. This means that any cancellation before the end of the calendar month will be effective as of the last day of the following month.

4.3. Training

AFAS considers it important that customers can work with the software as independently as possible. To this end, it is essential to follow training courses via our Knowledge Centre. This way, you build the knowledge to make optimal use of our software within your organisation. In addition to courses and specialisation courses, we provide bootcamps. In addition, we offer various webinars and inspiration sessions on current topics.

We also have our own accredited post-graduate programme at higher professional education (HBO) level to reconcile theory and practical knowledge of our software. Finally, there is also the Success Management Traineeship, with administrators shadowing at AFAS to get to know all the ins & outs of the software and Success Management. Trainees always start working on specific practical cases from their own organisation. Training ensures that you get the most out of our software. Up-to-date information about the offer and investments can be found under Training in the Customer Portal.

4.4. Consultancy

Our consultants help you implement and optimise our software. The basic principle is that this is carried out online. Any exceptions may be discussed with the AFAS Project Manager. The intention is for you to learn to work with our software yourself as soon as possible.

Implementations of the software are carried out and supervised by an AFAS project leader. In close consultation, he or she draws up a project plan with a schedule, objectives, scope and responsibilities. We monitor the progress of each project and the project leader will identify any overrun of the budget immediately. If there are any deviations, we will discuss them. During the project, we use our SIMPLR online implementation portal. In this portal, all project information is centrally recorded and available and all parties involved (our and your project leader and any partners) work together on a successful implementation. As soon as the implementation project has been completed, Consultancy will transfer the project to Customer Support. We also assess the knowledge and experience of your project organisation in order to make the implementation a success together.

You can book incidental or supplementary consultancy work for one or more individual days via the Customer Portal. A consultancy working day is 7 effective hours, whilst a half day is 3.5 hours. We do not charge any additional travel or accommodation costs for necessary on-site visits. The current consultancy rates can be found in the customer portal.

4.5. Service Management

Continued optimisation is necessary in order to work effectively with our software. You can call in a Service Manager if you have minor configuration questions. Service Managers help you remotely and transfer knowledge directly. If you submit an application, we will make an investment proposal and start working after your approval. The work carried out is described in the application and can therefore always be retrieved.

The Service Management rates can be found in the customer portal. The notice period for a service management appointment is 2 working days. If it is not possible to cancel an appointment earlier, we will invoice the amount corresponding to the duration of the appointment.

4.6. Success Management

The completion of the implementation project does not mean that AFAS will leave you to your fate; AFAS hopes to enter into a long-term collaboration. After implementation, the collaboration focuses on support and on further increasing the effectiveness and efficiency of your processes.

You can request an appointment with the Success Manager at AFAS to help you draw up a plan to ensure that our software remains optimally deployable in order to respond to changes both within and outside your organisation.

You can schedule an appointment with a Success Manager via the customer portal.

5. Partners & Links

AFAS has an extensive network of organisations that supply products or services that are linked to AFAS.

Our **Service and Implementation partners** provide services that are complementary to our services. These are independent autonomous businesses with their own DNA. These partners have successfully completed an intensive programme.

AFAS Experts are certified professionals who are either self-employed or employed by a partner and who help you optimise our software. They are tested for their knowledge of ERP, HRM & Payroll or Project Management. An AFAS Expert can only obtain one certification and officially call himself an AFAS Expert in this.

Companies that have a **certified link** provide software and/or hardware links to external applications. To make high-quality connections, we offer various facilities for this. Examples include testing the link and a security check. All certified links are listed on the partner site.

We can advise a partner or you can select a partner yourself at partner.afas.nl. In all cases, you make your own arrangements with a partner. We do not receive commission on customer deals. If other arrangements have been made, these will always be discussed.

6. Product

AFAS provides the customer with various products and makes these available via the Internet as a standard (SaaS). The software is being constantly developed, and new functionalities, improvements and statutory modifications are released on a continuous basis. This section contains information about software development, release management, templates, system requirements and property rights.

6.1. Products

AFAS supplies the following products:

- AFAS Profit (administrator MS-Windows application via Citrix);
- AFAS InSite (employee portal via the browser);
- AFAS OutSite (portal for anonymous users and for applicants, customers and suppliers);
- AFAS Pocket (mobile application for employees and authentication);
- AFAS SB+ (new version, via the browser for invoicing and accounting).

6.2. Development

The product is developed by the following disciplines, which are described in this chapter.

Wish list

The public wish list is an accessible and transparent platform where every customer can share his or her ideas and wishes regarding product or feature improvements. Our Product Managers carefully review each submitted request and assess the wishes for content and feasibility.

While we cannot commit to a specific timeline for the fulfillment of every wish, we greatly appreciate your input as a customer. The public wish list also offers a unique opportunity to view and vote on other customers' suggestions, so that we can work together to continuously improve our products and services.

Product Management

The Product Management department is responsible for the vision of AFAS Profit: the functionalities that are placed 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, Customer Support). In addition, AFAS regularly organises focus sessions, where customers from various sectors and perspectives are involved in major development projects. This deepens the vision of the projects to be developed.

Design & Development

Design & Development is managed by the Product Management department in terms of the functionality to be developed. The application designers convert this into a design, which forms the basis for the rest of Product Development. This design also examines the impact on the current application, architecture, links and internationalisation. Once the final design is established, the entire project team is informed, so that all parties involved know the vision and the purpose of the new functionality.

Content & Documentation

AFAS provides various forms of content as a standard along with the product, based on best practices. These include reports, analyses, documents, signals, dashboards, workflows, standard configuration and tax reports. In addition to content development, the demo environment is also configured here. Documentalists then generate the course material in the demo environment and the translations and the AFAS Help Center are maintained.

Test & Quality

The Test & Quality department is responsible for the quality of the product delivered. Both new functionalities and (changes to) existing functionalities are tested using automatic scripts. The TMap method is used as a basis for new developments, among other things, the focus being on mass, diversity and automation. This provides insight into the quality of the software during the regression tests. Each year, an external partner tests the security of the releases. The end results of the tests are published in the customer portal.

The AFAS Usability Lab performs Usability tests in cooperation with customers. In the AFAS Usability Lab, customers can also use beta software to see and test what new functionality means for their own environment. An appointment for the Usability lab can be made in the customer portal.

6.3. Release Management

The software is being constantly developed and AFAS releases new functionalities, improvements and statutory modifications on a continuous basis. Errors and minor modifications are patched. To keep the software as up to date as possible, patches are performed on a daily basis. This process is fully automated so that the patch is approved after testing. All patches are published on the Release Notes page in the customer portal.

Larger changes are implemented by means of a separate release. Release notes are also published on each separate release. These notes describe which elements have been modified.

Release Management Schedule:

Profit, InSite and OutSite have a release schedule as indicated below:

- June / July: Functional changes
- September/October: Functional and statutory changes (Tax legislation)
- December: Statutory changes (related to Tax and Payroll)

SB+ has a different release policy for new functionality. Every four weeks, a release is implemented that includes functional changes and additions. The changes are published in both the release notes and the 'WalkMe' (information source within the application).

6.4. Templates

The knowledge of years of implementations in various sectors has led to the development of templates based on best practices. These templates are designed for the most common

processes, providing a new environment with the latest optimisations. Existing environments do not have the latest templates; this is, however, possible by means of a re-implementation.

6.5. System requirements and product support

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

6.6. Property rights

The intellectual property rights to the software are and remain vested in AFAS. If a third party asserts otherwise, AFAS will indemnify you. A condition is, however, that you inform us of this as soon as possible, cooperate in an investigation and have us deal with the matter. If a court rules that the intellectual property is indeed vested in a third party, AFAS will ensure that you can continue to use the software or we offer equivalent software.

7. AFAS Online

We supply our software through our AFAS Online cloud platform. This ensures that our software always works quickly, stable and secure. The advantage of this approach is that our environment is always up to date. Together with our partners, we ensure that the security of physical hardware, connections and data is optimally organised. Back-up data are retained by us for at least 7 years. This enables you to fully concentrate on your own organisation.

7.1. Availability

We work on high availability every day. We therefore monitor the availability and performance of AFAS Online 24/7. You can find current availability and statistics, including historical data, on the website afasstatus.nl. In the event of maintenance or a failure, all communication will take place via this platform. If there is a failure, you can sign up to be kept informed via text message. You can also subscribe to an e-mail when there is a notification.

In the past year, the availability of the various components together was at least 99.5% per month for all production systems (AFAS Profit/Citrix, AFAS InSite and OutSite, AFAS Pocket and connectors).

AFAS Online may be temporarily unavailable in the following situations:

- Preventative maintenance;
- Installation of a new version of AFAS Profit;
- Resolving bugs in the software which is the customer's responsibility;
- Maintenance that has been agreed with the customer;
- Calamities due to natural disasters and other situations of force majeure.

If it is clear in advance that AFAS Online is not available due to maintenance, we will inform you at least five days in advance. This maintenance will be carried out between 9:00 p.m. and 7:00 a.m. or at the weekend. Patches and hotfixes can be installed daily and automatically between 7:00 p.m. and 7:00 a.m., by which you will not be inconvenienced as we only do this on systems that are not in use. When we face a zero-day patch or another current threat that jeopardises the security of the systems, we may decide to schedule urgent maintenance and will often perform maintenance work on the same day.

The new SB+ version has a different update method. This method ensures that the product is always available because it uses the basic principle of near-zero-downtime deployment. This also means that we work with a blue-green deployment. In other words, the environment is updated to the new version underwater and when this is almost complete, we put the old environment in a read-only mode (for a few minutes). After that, the environment will be converted, which means that you can work with the new version immediately. This method allows you to continue your work.

7.2. Performance

AFAS Online's performance must be good, but depends on your internet connection and the design of your environment. We measure response times on the basis of the 'Employee Characteristics', 'Sales Contact Characteristics' and 'Purchase Contact Characteristics' windows in AFAS Profit and AFAS InSite. The response time for opening these functions is no more than 2.5 seconds in 95% of cases. The average response time for the home page in InSite is less than 2 seconds.

Response times for functions may vary depending on the type of function, amount of data, 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, you can contact Customer Support directly.

7.3. Backup & Restore

Having a backup is essential. That is why we have the following backup schedule for all customer data at AFAS Online.

- **Daily** backup: Backups are made every day. We keep these backups for 31 days.
- **Monthly** backup: Backups of the first day of the month are kept for 12 months.
- **Yearly** backup: Backups of the first day of each year are kept for 7 years. Backups older than 7 years are deleted.

The above backup schedule ensures that any deleted data can be recovered. Backup restoration is a fully automated process and is available to each customer within the AFAS Profit application to perform independently at a self-selected time and from a self-selected backup. We started the monthly and yearly backup retention on 1-1-2021. From this date, backups are kept for more than 31 days.

All backups are stored at a location with a separate network, minimising the risk of any loss, unavailability or corruption of the data.

7.4. AFAS Accept

AFAS Online offers a separate acceptance environment (if this service is included in your subscription): AFAS Accept. The acceptance environment is separate from the production and test environment on AFAS Online. You can accept the new version in a copy environment. A new version will be made available on AFAS Accept three weeks prior to migration.

7.5. Test environment

You can create your own test environment based on the production environment. If you require any changes in the application configuration, you can first test the new configuration in the test environment.

Testing and Acceptance environments are not part of the backup procedure and have lower performance and availability.

7.6. Update to new version

Updates to a new version are implemented on AFAS Online in phases. Your updates are scheduled and you can opt to switch sooner or later. The migration date will be finalised at least five days in advance. The total migration time for a new version is six to eight weeks.

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

Data will be temporarily unavailable during migration to a subsequent version. How long this takes depends on factors such as data conversion type, database size or the number of records to be modified. Experience has shown that this range is between five minutes and two and a half hours. Migrations are carried out as far as possible outside office hours (Mon-Fri: 7:00 a.m. - 6:00 p.m.) and are reported well in advance. We will inform you about the planning of a new version via the customer portal and/or by sending personal e-mails.

7.7. Monitoring

We continuously monitor the systems, processes and users in our Cyber Operations Center. We do this in order to prevent or quickly resolve any faults. There is always an employee available, including at night, in order to resolve any faults and other incidents immediately. In addition to monitoring faults, we monitor abuse. We also collect general user statistics, such as response times. We analyse this information and use the results to implement improvements. We also collect anonymous statistics from the customer environment we use in order to continuously improve our products and services.

7.8. Security and access

For AFAS Online, we have a Defence in Depth strategy, which means that we have several layers of security. If one of the layers does not work properly, the next layer still offers protection. In doing so, we safeguard the application's availability, integrity and confidentiality. To further tighten security, we conduct automated attacks and checks for known vulnerabilities. An external party conducts annual manual attack and PEN tests. Read more about security on [this](#) page.

AFAS Online uses a seamless Citrix XenApp application. The ICA/HDX connection runs entirely over at least TLS1.2 with a maximum bandwidth of 10Gbit. All AFAS Online systems to which you can be connected have a certificate issued by Quo Vadis. All authentication takes place via a login portal with mandatory 2-factor authentication. The entire information security system is checked by an external auditor and is ISO 27001 certified.

7.9. Continuity

AFAS Online has emergency procedures in place which prevent the loss of data due to system failure, physical destruction or other incidents as much as possible and facilitate the recovery of data. We use at least two data centres, both with redundant techniques.

This ensures that the failure of a few servers or storage does not immediately lead to an emergency. If absolutely necessary, we can move to another data centre.

RPO/RTO in the event of emergencies

The RPO (recovery point objective) is the maximum time for which there can be data loss in the event of an emergency. The RTO (recovery time objective) is the time required in order to make the available backup available again. The RPO and RTO depend on the type of emergency. The most important emergencies with the corresponding RPO and RTO are detailed below.

Data centre failure

No compute resources at all will be available if a data centre fails completely, which will impact roughly half of our customers. At that moment extra compute capacity will be made available in the other data centre. In this situation, the RPO is no more than 2 hours and the RTO is unknown.

Storage failure

AFAS Online uses several metrocluster systems for the storage of files. A metrocluster synchronously stores files at two geographically separate locations with an RPO of 0 minutes. The different metrocluster systems also synchronise with each other asynchronously with a maximum RPO of 5 minutes. In the event of a complete metrocluster system failure, the RTO is 4 hours.

Database server failure

A standby server is available in the other data centre for all database servers. The standby servers are synchronised on a logshipping basis. The fail-over to a stand-by server is manual and is subject to a maximum RPO of 2 hours and an RTO of 4 hours.

Entire Profit environment or data within the environment deleted

This is an action by an end user having the rights to delete Profit environments or data. Deleted environments or data are restored based on our backup solution. If a recovery request is submitted and processed on the same day as the deletion, the RPO is 2 hours and the RTO is 6 hours. In all other cases, the RPO is 24 hours and the RTO is also 6 hours.

In the event of failures, we will do everything we can to make the service available again quickly. The current status can be found at afasstatus.nl.

Continuity of data centre in the event of bankruptcy

We have additional contractual and other agreements with data centres to guarantee access to your data in the event of bankruptcy:

- If the data centre goes bankrupt, the data centre will not stop providing services to us until a continuity plan has been agreed.
- If AFAS goes bankrupt, the data centre will not suspend its services for up to two weeks after the date of the bankruptcy. Before the services are discontinued, the data centre will consult with the bankruptcy trustee to maintain the services and secure financial obligations.

7.10. Fair use

We apply a fair use principle for the use and deployment of AFAS Profit. If you act contrary to this principle, we will contact you. We will then consult with you to find a solution. If no solution is found, we may stop the use of AFAS Profit. More information about AFAS Online can be found [here](#).

7.11. Processing by AFAS Online

You have a Service Agreement with us, which means that, among other things, we process personal data for you and on your behalf. The General Data Protection Regulation (GDPR) provides that we must conclude a Processing Agreement in that case. As we supply a standard application (AFAS Profit, AFAS InSite/OutSite, AFAS Pocket, SB+) and standard services (AFAS Customer Support /Consultancy and AFAS Online), the processing agreement is incorporated into these General Terms and Conditions and 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 the agreement.

Instructions on processing operations

Our processing operations consist of making available our applications containing the data entered and generated by you. We will not add, modify or delete any data without written instructions. Such instructions can be given through a request or through the application.

Our software allows you to record different types of personal data. We understand that you can enter all these personal data or categories, as well as any personal data or categories you choose to create yourself, and that we will then process these. It is your responsibility to assess whether the purpose and nature of the processing operation are suited to the services we provide. The Profit application contains an overview of all personal data that are processed, including personal fields you added yourself. Please refer to the AFAS Center.

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

In addition, we may collect anonymous data that can be traced back to the subscription and will pass them on to the Customer Care and Success Management departments. This allows them to inform you of any program errors or to give advice on the use of the software.

Obligation 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.

Employees with access to customer data

AFAS Online's system administrators have full access to customer data so as to be able to:

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

With the approval of the IT manager, employees of the Product Development department can also be given temporary access to customer data in necessary cases.

Our Consultants, Customer Support employees and other employees only have access to your data with your explicit consent. You give this consent via your own authorisation tool within the application.

Privacy rights

We have no control over the personal data you make available. We do not pass on any data to third parties, unless we have the express permission of the customer or are under a legal obligation. Nor do we process data for any purposes other than those agreed upon. You guarantee that the personal data may be processed based on a ground referred to in the GDPR.

To the extent required by applicable laws and regulations, auditors (internal or external) of the customer or engaged by the supervisory authority may conduct audits to check whether we comply with the terms and conditions set out in the agreement, supervisory regulations and/or applicable mandatory laws. We will inform you of such an audit as soon as possible, unless this is prohibited.

Data subjects

You are personally responsible for the entered data of data subjects and for notifying the data subjects of their rights and assisting them in exercising these rights. We never respond to requests from data subjects and always refer them to the controller. If data subjects exercise their rights under the GDPR or other applicable regulations for the processing of personal data, we will always assist you, if this is possible within the application, so that you can comply with legal obligations.

Security

From a technical and organisational point of view, we do everything we can to protect your personal data against loss or other unlawful processing. We are ISO27001 and NEN7510 certified for this purpose. These measures form the basis for an appropriate level of security that is in line with the GDPR. More information can be found via our special [AFAS Online](#) page in the Customer Portal. We will always help you to properly fulfil obligations under the GDPR and other laws and regulations for the processing of personal data. In consultation, you can have an audit performed during the term of the agreement. This will be at your own expense.

We are liable for any damage or loss in the context of personal data caused by acts or omissions on the part of AFAS or the subprocessor. The limitation of liability from the Liability chapter applies here. We cannot invoke a limitation of liability for a recovery action under Article 82 of the GDPR.

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 we can to enable compliance. If we fail to do so and this leads to a penalty, or if the DPA imposes a penalty directly due to intent or serious negligence on our part, the applicable limitation of liability in the Liability chapter will not apply.

Subprocessors

We process customer data in data centres of our subprocessor, LeaseWeb Netherlands B.V.. Their 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 ISO 27001 certification at the very least. 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).

For the AFAS Small Business+ (SB+) product, we use Microsoft Azure's data centres; they use the West European data centre. For more information, please refer to [their website](#). Microsoft is therefore also a subprocessor.

We will not allow new subprocessors to process data without informing you about it in good time (at least 4 weeks). You can also 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.

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 enables you, as the controller, to comply with legal obligations. The 'Policy rules on the obligation to report data breaches' issued by the DPA 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 inform us first. We can then make the right decisions about the actions to be taken together.

Determining whether there has been a data breach

We use the GDPR and the 'Policy rules on the obligation to report data breaches' as guidelines in determining whether there has been a personal data breach.

Notifying the customer

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, all our employees can report a data breach via the internal procedure (workflow). We also expect contractors to help us with this. For the sake of clarity: we will of course also report data breaches to subprocessors. In that case, we will be your contact point.

Notification term

Under the GDPR, security breaches must be reported 'immediately'. According to the DPA, this means without undue delay and, if possible, no later than 72 hours after discovery of the breach by the controller. In the event of a security incident, we will notify you as soon

as possible, but no later than 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.

Notifying the customer (appointing a contact person)

In the event of a data breach, we will first notify the contact person associated with the subscription. If this is no longer the correct contact person, you can change this via the Customer Portal. You can also register additional contact persons under 'personal details'. Select 'edit', then tick 'Obligation to report data breaches'.

Information provision

We always try to provide you immediately with all the information you need for any report to the DPA and/or data subject(s).

Progress and measures

We will inform you about our progress and our measures. We will make agreements about this with the primary contact person at the time of 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 (work-flow). We check the registration and handling of security incidents by means of an audit for the ISO27001 certification.

Data removal

After the end of the agreement, we will delete all customer data, as stipulated under 'Termination of the agreement'. You can make a request if you want data to be deleted sooner. We will then be obliged to do so.

Sector models

We have coordinated the contents of (our own model) processing agreements with various sector organisations. The aim here is not to sign separate agreements and still provide security.

The sector models we currently support are:

- Healthcare sector organisations: The BOZ model, version December 2022, was accepted by mutual consent. Download the relevant [annexes](#) here.
- Education sector organisation: The 'Generic Model Processing Agreement 4.0 Framework ibp' 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). Download the annexes [here](#).

8. 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 in the customer portal.

The following certifications apply:

ISO 9001: Quality certification in terms of development, sale, implementation and support.

ISO27001 and NEN7510: Certification in the context of information security risks of AFAS Online.

ISAE 3402: Control of the quality and security of AFAS Online.

ISO 14001: Certification in the context of the control of an environmental management system

CSR Performance Ladder, step 5: Certification in the context of corporate social responsibility.

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 NEN2082 or ISO16175.

Digital signature: Checking the digital signature process in Profit.

NIRPA PE Points: Being allowed to give accredited courses to students.

No certification but also of importance:

Financial statements: Checking the internal control measures relating to automated processing.

9. Legal affairs

The law of the country of the AFAS office with which the agreement is concluded will apply.

Should any disputes arise between the customer and AFAS, these will be exclusively submitted to a competent court in the country of the AFAS office with which the agreement is concluded.

- For the Netherlands: District Court of Midden-Nederland, Utrecht location
- For Belgium: District Court of Antwerp, Mechelen division
- For the Caribbean Netherlands: Joint Court of Justice of Aruba, Curaçao, Sint Maarten and of Bonaire, Sint Eustatius and Saba

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