



Service Level Agreement, General Terms and Conditions & Processing Agreement

The service that AFAS offers is for all customers. AFAS optimises its service for customers every day. It is quite possible that AFAS implements adjustments in its service to ensure that the partnership runs even more smoothly.

This is a copy of the [online](#) Service Level Agreement, General Terms and Conditions and Processing Agreement. In connection with possible differences, the online Service Level Agreement, General Terms and Conditions and Processing Agreement are the guiding principle.

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About SLA/GTC

These terms and conditions apply to all agreements that AFAS Software (AFAS) concludes. AFAS aims at having transparent and unambiguous terms and conditions so that everyone can understand them and not just lawyers. They will have been made available when concluding the agreement and/or will have been made available as a PDF file that can be clicked immediately through a hyperlink. If any terms or conditions should be unclear, please inform AFAS. Individual agreements that are specified in the contract also apply and are the guiding principle if they contradict the SLA/GTC.

Applicable law and disputes

The law in the country of the AFAS site with which the agreement has been concluded applies. The Vienna Sales Convention that has its own rules for international sale and purchase agreements is excluded. If disputes should arise between a customer and AFAS, they shall be presented exclusively to a competent court of the country of the AFAS site with which the agreement has been concluded.

- For the Netherlands: Midden-Nederland District Court, Utrecht location
- For Belgium: Antwerp District Court, Mechelen Department (see [here](#))
- For the Caribbean: The Joint Court of Justice of Aruba, Description Curaçao and Sint Maarten and of Bonaire, Saint Eustatius and Saba

The Dutch text of the SLA/GTC is the guiding principle in relation to possible interpretation differences. If one or more provisions have been declared null and void, the other provisions shall remain in force.

Changes

AFAS works on the development of new, fascinating and innovative software that make working with it easier every day. The SLA/GTC may also be amended in line with this where the principle is that those changes shall improve the quality of the AFAS services. Changes will always be made known on the customer portal where significant amendments shall also be listed in a special newsletter.

If the AFAS software and services continue to be used, the most recent 'General Terms and Conditions and SLA' shall continue to apply. A possible objection may be lodged against the changes by submitting an "improvement suggestion". We shall then assess whether the change can lead to the adjustment thereof. In an extreme case, the option is available to terminate the agreement after the change where the old terms and conditions shall continue to apply for another two months.

Agreement

The agreement is being concluded for an indefinite period of time where a minimum of one year shall apply unless agreed otherwise. When an agreement is concluded, the customer will receive a licence for the use of the AFAS software. This will be invoiced through a subscription method.

Licence

The purchased product components (including users, employees, environments and returns) with the related quantities and start and end dates are encrypted in the licence. The licence may only be used for the own company (or companies) of the customer. The scope of the licence is aligned to the number of employees at the organisation. Employees can, subsequently, have a user, administrator or another role.

Pricing

AFAS uses, for example, graduated scales for the pricing of the licence based on the purchase quantities and prices per sector. The price graduated scale may change when the licence quantities increase or decrease. A specification of the offered products, prices and graduated scales can be found in the "Licences & Prices" section in the contract or in the subscription on the customer portal. AFAS pursues a policy in line with the market and price index with regard to its prices. AFAS may index prices on an annual basis where the consumer price index figures are taken into account for the period of the past year from July up to and including June. Upon indexing, AFAS will send a message to customers before 1 October in which the percentage will be specified. The indexing shall come into effect as from the first invoice in the next calendar year. Read about this on [this page](#).

Invoicing

AFAS invoices:

- Licences: on a monthly basis in advance;
- Consultancy: on a weekly basis in arrear or through agreed instalments;
- Service management: on a weekly basis in arrears;
- Training: when the training starts.

The current quantities per product are specified on the subscription invoice and on the customer portal. All invoices are sent through email as a PDF and a UBL file. The payment period is 14 days unless agreed otherwise.

Validity of the licence

The licence is automatically renewed. The validity of the licence can be shortened with regard to unwanted payment practices such as:

- An invoice regarding which there is no dispute that is still unpaid after 60 days.
- Paying invoices repeatedly one month late.

If a licence is due and payable within 21 days, a message shall be displayed when users sign on.

Changes to the licence

Changes to the licence can be requested through the customer portal.

Product components

Additions to the licence can be implemented directly. A cancellation of the product component can be implemented after a minimum of one year of full invoicing of the licence.

Quantities

An increase of the quantities (employees, environments, etc.) can be implemented directly. A reduction of the quantities shall only lead to a reduction after a full year of invoicing of the licence. An increase and a reduction within the same month is not possible.

No Profit+

A change period of three months applies to customers who do not purchase a Profit+ licence prior to the commencement of a new calendar year.

Agreement termination

The termination of the agreement can be submitted through the customer portal.

Termination by the customer

The termination of the licence can be implemented directly (if reported three working days before the new invoice period) or as of the specified date. Access to the software and related data shall no longer be possible after the termination of the agreement. (For more information, see [this](#) page)

For customers who do not purchase Profit+, a cancellation period of three months before a new calendar year starts applies. Access to the software and related data shall continue to be possible in this case up to 1 March of the next year.

Termination by AFAS

The cancellation period for AFAS is 12 months. AFAS is entitled to terminate the agreement with immediate effect if the customer does not comply with his or her liabilities (after having been given notice of default), has applied for a moratorium or has filed a winding-up petition.

Customer data procedure after termination

1. The customer has the option of exporting all data in various formats before termination.
2. After the end date of the licence, the customer is entitled to a copy of the data for a local Profit installation. The customer can request this. This ensures that data can also be exported in various formats.

The entire production environment will be archived for one year (this can be requested through the Support Centre) and will thereafter be definitely removed from the backup location. The backup can be removed (i.e. deleted) before this period has expired upon request.

The subscription can also be continued with a smaller set of products to ensure that the data is still entirely accessible.

Liability

AFAS guarantees that AFAS Profit complies with all specifications that it specifies. AFAS shall always try to repair any errors should they occur. AFAS takes great care in ensuring that AFAS Profit works correctly and that its services are provided appropriately. Despite these efforts, things can go wrong that may lead to damage or losses to the customer. AFAS aims at achieving a suitable solution every time in consultation with the customer.

Liability

Liability issues shall run through AFAS Software B.V. based in the Netherlands. The liability of AFAS is limited to € 1,000,000 per event or series of events with a common cause and shall never be more than € 2,500,000 per calendar year in combination. AFAS cannot rely on liability restrictions if intent and/or wilful recklessness in its actions or of its employees or the third parties that it engages are involved.

AFAS excludes its liability with regard to any form of consequential losses such as lost sales or profits and missed opportunities. The liability of AFAS is also excluded if the customer or third parties engaged by the customer have made changes to the AFAS products that are not allowed.

AFAS and the customer are not liable with regard to each other if force majeure is involved. Force majeure is deemed to mean the following: Force majeure in the sense of the law including at suppliers of parties, unsound fulfilment of supplier obligations that are prescribed by the customer to AFAS, interruptions to the electrical grid and faults or interruptions that impede data traffic insofar as the cause thereof cannot be blamed on the parties themselves.

The combined professional and business liability insurance

AFAS has combined professional and business liability insurance for exceptional emergencies that AFAS cannot or does not wish to cover. This insurance is appropriate. For more information about the content and scope of this insurance, please request information from AFAS Software B.V. through [this page](#).

Reporting

AFAS requires that the customer reports a complaint or claim as soon as possible to AFAS. Not only can AFAS then immediately work with the customer on a solution, but AFAS must also report a claim to its insurer. For that matter, it continues to apply that AFAS shall aim to find a suitable solution in consultation with the customer regardless of this complaint and/or claim.

Delivery periods

If AFAS should not meet a delivery period, the customer must first give AFAS notice of default and give AFAS a reasonable period any way to comply with its obligations.

AFAS Online processing

AFAS processes, for example, personal data for and at the instructions of the customer because the customer has a software user agreement with AFAS. AFAS and the customer must therefore conclude a Processing Agreement in accordance with the General Data Protection Regulation (GDPR). AFAS has included the processing agreement in the General Terms and Conditions and SLA because AFAS delivers a standard application (AFAS Profit, AFAS InSite/OutSite and/or AFAS Pocket) with the related standard services (AFAS Support/Consultancy and AFAS Online). AFAS is the 'processor' and the customer is the 'data controller' within this context. AFAS and the customer both undertake to comply with the General Data Protection Regulation (GDPR). For information about the definitions of concepts please consult those used in the GDPR. AFAS shall only process personal data for and at the instructions of the customer and to execute the agreement.

Processing instructions

The processing of data consists of making available of AFAS applications that contains the data entered and generated by the customer. AFAS shall not add, change or remove data unless the customer has given written instructions to do this. These instructions can be given through a request or the application.

Different personal data types can be defined within the applications that AFAS makes available. AFAS is fully aware that the customer can enter these data types and also personal data or categories that the customer creates and that AFAS will then process these. The customer is responsible for the assessment of whether the goal and nature of the processing fits with the services that AFAS provides.

AFAS collects anonymised data about the use of its products and services. This data supports AFAS to obtain insight into whether, how and how often specific components of the product are used. The anonymised data shall only be used to improve products and services. AFAS shall never use the collected user statistics for commercial purposes or offer this data to third parties.

Confidentiality

AFAS is fully aware that the information that the customer shares with AFAS and saves within AFAS Online is confidential and is of a business-sensitive nature. All AFAS employees must keep any data of the customer strictly confidential contractually.

Employees with access to customer data

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

- Installing a new version;
- Implementing patches and hot fixes;
- Creating a backup;
- Moving data within the AFAS Online domain.

Consultants, Support Assistants and other AFAS employees only have access to customer data if they have received permission for this from the customer and for as long as they have permission of the customer. Customers are themselves responsible for this through their own authorisation tool within the application.

Security

AFAS takes suitable technical and organisational measures continuously to ensure that the customer's personal data is secure against loss related to any form of unlawful processing. AFAS is ISO27001 certified for this purpose. These measures are deemed as being of a suitable security level in the sense of the GDPR. More information about this can be found on the special [AFAS Online](#) page on the customer portal. AFAS shall offer assistance to customers to ensure that they can comply with the obligations vested on them based on the GDPR and other applicable legislation and regulations with regard to the processing of personal data.

The customer is entitled to check compliance with this in consultation with AFAS during the duration of the agreement by an independent expert, for example, by having an audit carried out. The customer shall bear all the costs in relation with this audit.

AFAS is liable for the damage or losses within the framework of personal data because of acts or omissions of the subprocessor where the liability limitation from the Liability chapter shall apply. AFAS cannot rely on a liability restriction with regard to an action for recourse based on Article 82 of the GDPR.

If the Dutch or Belgian Data Protection Authority (DPA) should give the customer binding instructions, the customer must inform AFAS immediately of these binding instructions. AFAS shall do everything it can be reasonably be expected of it to ensure compliance is possible. If AFAS should not do what can be reasonably requested from it to do that should lead to a penalty or if the Data Protection Authority immediately imposes a penalty because AFAS can be accused of committing an intentional act or omission or accused of serious negligence on the side of AFAS, the applicable liability restriction shall apply as specified above in the Liability chapter.

Subprocessors

AFAS shall process the customer data in data centres of [LeaseWeb Netherlands B.V.](#) and it is therefore a subprocessor. The data centres that AFAS uses are only located in the Netherlands (Schiphol Rijk and Haarlem) and fall under the legislation and regulations of the Netherlands and comply with strict Dutch and European legislation with regard to logical and physical access security and continuity. The data centres are at least ISO 27001 certified. The (personal) data is only processed within the European Economic Area by AFAS and the subprocessor. AFAS has imposed the same obligations to the subprocessor(s) as they apply to itself.

AFAS shall not have new subprocessors process data without informing the customer about this in a timely manner. The customer can inform AFAS that the customer objects about the subprocessor. AFAS shall settle these objections on a management level. If AFAS should want to have data processed by the new subprocessor, the customer shall have the opportunity to terminate the agreement.

Privacy rights

AFAS has no control over the personal data that are made available by the customer. Without requirement in view of the nature of the issued instructions by the customer, explicit permission from the customer or a legal obligation, AFAS shall not issue the data to third parties or process for other objectives than for the agreed objectives. The customer guarantees that the personal data may be processed based on a basis as specified in the GDPR.

Inssofar as this is required based on the applicable legislation and regulations, data controllers are entitled to carry out audits to check whether AFAS complies with the conditions and provisions as set down in the agreement, regulatory rules and/or applicable mandatory law. AFAS shall inform the customer as soon as possible about such an audit unless this is prohibited.

Data subjects

The customer is responsible for the entered data of data subjects and therefore for informing and assisting with regard to the rights of data subjects. AFAS shall never respond to requests from data subjects and shall always refer them to the data controller. AFAS shall cooperate insofar as this is possible within the application with the customer so that the customer can comply with the customer's legal obligations in the case that a data subject exercises his or her rights based on the GDPR or other applicable regulations regarding the processing of personal data.

Obligation to report data leaks

The GDPR requires that any data leak be reported to the Dutch or Belgian Data Protection Authority (DPA) by the data controller of the data. AFAS shall therefore not submit any reports to the relevant Data Protection Authority. AFAS shall, naturally, inform the customer correctly, on time and in full about relevant incidents so that the customer can comply with the customer's legal obligations as the data controller. The Policy rules with regard to the obligation to report data leaks of the Data Protection Authority provide more information about this.

If the customer makes a (provisional) report to the Data Protection Authority and/or the data subject(s) about a data leak **at AFAS** without the customer having informed AFAS, the customer shall be liable for the losses and damage that AFAS has suffered and the costs of this report. If it is shown that a data leak at AFAS is not involved in any way, the customer must retract the report immediately.

Determining the data leak

For determining an infringement in relation to personal data, AFAS uses the GDPR and the Policy rules with regard to the obligation to report data leaks as guidelines. See [this page for more information](#).

Reports made by customers

If it is shown that a security incident or data leak has occurred at AFAS, AFAS shall inform the customer regarding this as soon as possible after AFAS has become aware of the data leak. To realise this, AFAS shall ensure that all its employees are capable and continue to be capable of observing a data leak and AFAS expects its contractors to allow AFAS to comply with this. For the purpose of clarity: if a data leak occurs at an AFAS subprocessor, AFAS shall, naturally, also report this. AFAS is the contact point for the customer. The customer does not need to contact the AFAS subprocessors.

Informing customers (set up a contact)

AFAS shall in the first instance inform the contact of the subscription about a data leak. If this contact should not be the right one (anymore), this can be adjusted through the customer portal on the '[personal data](#)' page. Choose 'adjust' and select the 'Obligation to report data leaks' field.

Providing information

AFAS shall try to provide the customer with all the information that the customer requires to make a report to the Data Protection Authority and/or the data subject(s).

Informing period

The GDPR indicates that reporting must be 'immediate'. According to the Data Protection Authority, this must be without any unnecessary delay and, if possible, no later than 72 hours after its discovery by the data controller. If a security incident occurs, AFAS shall inform the customer as soon as possible, but no later than within 48 hours. The customer shall have to make the assessment himself or herself whether the security incident falls under the term 'data leak' and whether it must be reported to the Data Protection Authority. The customer has 72 hours for this after the customer has been informed about this.

Progress and measures

AFAS shall continue to inform the customer about the progress and measures that are being taken. AFAS makes agreements regarding this with the primary contact during the initial report. In any case, AFAS shall keep the customer informed with regard to any change in the situation, when further information becomes known and about the measures that are taken.

AFAS registers all security incidents and processes them in accordance with a fixed procedure (work-flow). The registration and processing of security incidents are verified through an audit within the framework of the ISO27001 certification.

Removing data

AFAS shall remove all customer data after the [agreement](#) has ended as described in "Termination of the agreement". If the customer should wish the data to be removed before, a request for this can be submitted. AFAS undertakes to comply with this.

Sector models

AFAS has come to agreements with different trade organisations about the contents of the (personal model) processor agreements. The aim of this solution is that AFAS and the customer do not sign different agreements so that certainty is created based on the standard of both parties.

The trade organisation models that AFAS currently supports are:

- Healthcare trade organisations: The BOZ_DEF_111217 model, version 12 12 17, has been accepted with mutual approval. Annexes 1, 2 and 4 apply. Download [here](#) the entire agreement and the related [annexes](#).
- Education trade organisations: The "Generic Model Processing Agreement 3.0 Framework Intelligence Need Plan" belonging to the "Digital educational resources and privacy" 3.0 voluntary agreement drawn up by the PO-Raad, VO-raad, MBO Raad, GEU, VDOD and KBb-e managed by Edu-K (www.edu-k.nl). Download [here](#) the full agreement including the annexes.

Services

AFAS supports the customer when implementing AFAS Profit by providing consultancy services. The customer can use AFAS Profit to best advantage by following training courses. AFAS has an extensive partner network with which it works in partnership.

Consultancy

AFAS appoints an AFAS project leader for the supervision and support of the implementation. This project leader draws up a project plan together with the customer that, for example, includes the planning, objectives, scope and responsibilities. Every project is monitored up to and including the delivery within the proposed budget on the quotation. The project leader shall identify and align any exceedance immediately. AFAS uses an [online implementation portal](#) called SIMPLR during the implementation process. All those involved (AFAS consultants, AFAS partners and the customer) worked together on project activities. All information is safeguarded centrally in SIMPLR. The customer ensures that a project leader is appointed from the side of the customer to work together with the AFAS project leader on the success of the implementation process. Consultancy will transfer the customer to the Support Centre once the implementation process has been completed.

Incidental or additional consultancy activities of one or more individual days can be planned by the customer through the customer portal. A consultancy working days is basically 7 hours and half a day is 3.5 hours. No additional travelling or accommodation expenses shall be charged. Activities can also be performed remotely. In this case, hours are charged as discussed amongst them. All current consultancy rates are specified [here](#).

Service management:

Service management can be used for remote set-up issues. Your request shall be dealt with based on the submission date and area of knowledge. The response time shall depend on the number of submitted requests. The procedure is explained here [link]. Costs are always estimated in advance and approval must be granted before the request can be dealt with. If more or less time be required anyway, this will always be communicated through the [service management](#) request. The realised activities are described in the request and can again be found through the requests.

Adding service managers to users with access to customer data.

Service management employees cooperate through a tool that allows them to join in or they are added by the customer to the customer environment. The customer must remove the user from the environment again when the request has been settled.

The service management rates can be found [here](#)

Training

It is essential that users follow training courses within the Knowledge Centre to ensure that they can work correctly with AFAS Profit. This ensures that the AFAS Profit knowledge is maintained at the appropriate level and improved. This knowledge ensures that customers can optimally use AFAS Profit themselves. Recent information about the costs and the range can be found on the customer portal under [Training](#).

Partners & Experts

AFAS has a wide and large [partner network](#) in which there are service-providing partners, but also parties that link products to the AFAS application (AFAS Profit). These linking partners supply software

and/or hardware links between the external application and Profit. AFAS offers here different facilities (such as testing facilities) that ensure that high-quality links can be achieved.

The service-providing partners with whom AFAS works with offer services that are complementary to AFAS' services. These organisations are independent and autonomous companies with their own DNA. Certified partners specialise in their own professional domains and have a high level of knowledge of the AFAS organisation and AFAS' software. There is an intensive AFAS Partner and Expert programme that must be followed including taking a knowledge test.

AFAS can make recommendations regarding a partner or the customer can select a partner on www.afaspartner.nl. In all cases, the customer concludes himself or herself a contract with the relevant partner.

No commissions are charged between the partner and AFAS regarding customer deals unless there are delivered services regarding which mutual agreements have been made. When this is the case, AFAS or the partner can discuss this agreement with the customer.

Certification

For the internal control of quality and service, AFAS has developed a quality management system. The AFAS quality management system ensures that the quality is safeguarded and that processes are anchored. To guarantee the internal control, this has been further expanded and external audits take place on this management system. These external audits result in certification instances. These can be found [here](#). [More about services](#)

AFAS Online

AFAS Online is reliable, secure and fast. AFAS works together with external parties to make AFAS Online available. In addition, AFAS Online works with professional parties to safeguard security. AFAS has made clear agreements with its supplier and customers for the required maintenance. Optimum backup procedures guarantee an optimum continuity where we assume a fair use procedure of our customers.

Availability

AFAS Online is hosted on systems of professional Dutch data centres. These top-tier data centres have a network availability of 99.9999%. The availability and performance of AFAS Online are monitored continuously. The current availability of AFAS Online can be found on the <http://www.afasstatus.nl> website. All communication will go through this platform if maintenance or an interruption are involved. When there is an interruption or fault, the customer can register to ensure that he or she is informed through text messages about the course of the relevant interruption or fault.

AFAS Online may not be available in the following situations:

- Preventive maintenance;
- When a new version of AFAS Profit is installed;
- When faults are resolved with regard to the software that fall under the responsibility of the customer;
- Maintenance that has been discussed and agreed with the customer;
- Emergencies or disasters as a result of natural disasters and other force majeure situations.

Maintenance

The customer shall be informed at least five days in advance if it is possible that AFAS Online may not be available. The activities will be performed between 9 p.m. and 7 a.m. or during weekends. Incidental patches and hot fixes are implemented automatically and without prenotification at night.

Performance

The AFAS Online performance should be good, but is dependent on the Internet connection and set-up of the environment of the customer. AFAS measures response times based on the "Employee Properties", "Sales Contact Properties" and "Purchase Contact Properties" windows in AFAS Profit and AFAS InSite. The response time of opening these functions is at most 4 seconds in 95% of cases. AFAS measures an average response time of less than 2 seconds for the homepage in InSite.

The response times of these and other functions within AFAS Profit may greatly vary depending on the type of function, quantity of data, customer-specific set-up and user settings. Large processing tasks such as salary runs, invoicing, sending reminders and carrying out analyses are placed in a queue to be performed in the background in order to improve the performance. If you are experience performance disruptions, contact the Support Centre.

Backup & restore

A backup is created four times a day of the entire production environment:

- The day backup is deleted after one day.
- The night backup is kept for 30 days and can be restored upon request. The average length of time required to restore an environment is four hours.

If required, a backup of the environment can be requested through an incident for local use or archiving. AFAS has a fair use policy with regard to these requests to prevent large data streams.

Monitoring

Systems, processes and users are monitored continuously on AFAS Online in the own Cyber Operations Centre where the objective is the following:

- Prevent interruptions and faults or resolve them at an early stage. Monitoring focuses on the timely discovery of faults and unwanted behaviour. An AFAS employee is always available to resolve faults and other emergencies immediately even at night. Checking on abuse is part of the (daily) standard monitoring activities.
- Collecting general user statistics such as response times. This information is analysed and may be discussed with the customer for improvement purposes.
- Collection of anonymous statistics from the customer environment to improve our products and services.

Security and access

AFAS Online uses a defence in depth strategy: Several security tiers therefore apply. If one of the tiers fails, the next tier will still offer protection. This safeguards the availability, integrity and reliability of the application. In addition, automated attacks and checks are performed with regard to known vulnerabilities. An external party performs manual attack and penetration tests on an annual basis. Read more about the AFAS Online security on [this page](#)

AFAS Online uses a seamless Citrix XenApp application. The ICA/HDX connection runs exclusively over TLS1.2 with a maximum bandwidth of 10 Gbit. All AFAS Online systems that can be used for connecting from the side of the customer have a certificate issued by Quo Vadis.

All authentication runs through a login portal where 2-factor authentication applies. This 2-factor authentication is mandatory and, initially, uses texts, but, by preference, is configured by using a push notification through AFAS Pocket.

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

Continuity

AFAS Online has emergency procedures to prevent the loss of data through the system being down, physical destruction or some other way and to promote restoring this data. Every customer is assigned a data centre. The data centres have redundant technologies so that some servers or storage being down will not lead immediately to an emergency. If required, contingency measures to use another data centre are in place.

RPO/RTO with regard to emergencies

If a data centre should be down completely, computer resources are no longer available. This would then affect half of customers roughly. At that moment, additional computer capacity will be made available in the other data centre. The RPO (recovery point objective) is the maximum time that data loss can occur when a system goes down fully. This is at most six hours at AFAS Online because of the backup type. The RTO (recovery time objective) is the time that is required to make the available backup available. The time that is required for this is not known. The different failures and faults have their own solutions and therefore also their own RPO and RTO. [Here](#) you will find the different emergencies with solutions.

When there are faults or failures, AFAS will do everything it possibly can to ensure the service again becomes available for the customer. The current status can be found on www.afasstatus.nl.

Data centre continuity upon bankruptcy

Additional (contractual) agreements have been made with the data centre that must contribute to AFAS' customers continuing to have access to their data in case of bankruptcy:

- The data centre will not stop services to AFAS in case of bankruptcy of the data centre before a continuity plan has been agreed with the receiver.
- If AFAS is declared bankrupt, the data centre will not stop services up to at least a period of two weeks after the bankruptcy date. Before the services are stopped, the data centre will consult the receiver about the retention of services and safeguarding financial obligations.

Fair use

AFAS uses a fair use principle. This is applied to the use and deployment of AFAS Profit components other than for what they are intended for. AFAS will contact the customer when the customer acts contrary to the fair use principle and will search for a solution in consultation with the customer. Only when a solution cannot be found in consultation with the customer, will AFAS be entitled to stop the use of AFAS Profit.

[More about AFAS Online](#)

Support

Support Centre employees resolve problems and answer questions about AFAS Profit and AFAS Online. The customer can find all information about AFAS Profit and AFAS Online at the AFAS Help Centre (help.afas.nl). AFAS expects customers to always first consult the Help Centre. If you do not find the answer to your question there, an incident can be submitted through the customer portal. The customer can follow the settlement of the incident through the customer portal.

General support

Every report made to the Support Centre is referred to as an 'incident'. An incident can be an error, fault, preference, set-up issue or user question. Customers may be referred to Service Management with regard to set-up issues (for more information, see Service Management).

The administrator of the customer portal can determine who may contact the Support Centre on behalf of their organisation through the "employee" or "administrator" authorisation role. The support employee will check whether the contact has been given authorisation with regard to this with regard to each incident. If a user is not a contact with the organisation, support is not given by the support employee. AFAS expects that the customer maintains this issue because the customer is best placed to determine who are authorised.

The customer has insight into personal data such as support settlement of incidents, project information, course information, invoices, subscriptions and organisation data through the customer portal. The customer's administrator can change his/her business information and contacts. An administrator has insight into all information on the portal while an employee only has insight into an abbreviated version of the business information.

AFAS Help Centre

AFAS has combined all its information sources in an online database: the AFAS Help Centre. Information can be found here about the operation of AFAS Profit. You will, for example, find documentation of all functions within Profit, frequently asked questions, reports, release notes and video training in the Help Centre documentation and new information is added here on a daily basis. This ensures that you are always informed as a customer of new functions and developments.

Registration and response time

If the Help Centre does not offer a solution, the customer can submit an incident to the Support Centre. The customer can contact the Support Centre immediately with regard to an immediate problem situation after registering the incident on the customer portal. After entering the incident number on the telephone, the customer will be connected directly with the support employee who is processing the incident.

The customer can follow the settlement of the incident through the customer portal. The customer will receive an update by email every time the status changes. The customer will be involved in the settlement of the incident and can add his or her response and other additional information. The restore time with regard to a problem will depend on the seriousness and duration of the situation and the degree in which AFAS depends on third parties for the performance of restore or repair activities.

Priorities and restore times

The priority of the issue determines the response time. Most incidents are about issues that are related to knowledge about the product. These issues are often resolved the same day. If the issue is related to functionality that does not yet exist, that is, a preference, this is submitted to Product Management. It cannot always be indicated when and whether the preference will be fulfilled.

Every incident will be assigned a priority. It will be assigned by the support employee who processes the incident. The guidelines that we use for this are as follows:

- Priority 3: **Informative issues/preferences**: In 90% of cases, the same or the next day (if it is exceptionally busy, the customer will be informed about this).
- Priority 2: **Problems that do not disrupt production**: Restore time/workaround within one month insofar as this is possible.
- Priority 1: **Production-disrupting problems**: Restore time/workaround within five working days insofar as this is possible. A restore time/workaround within one working days insofar as this is possible applies with regard to production-disrupting problems for First Class customers.

Identification

AFAS monitors the number of user issues and the contact moments with Support on a daily basis to analyse how these issues can be prevented. Sometimes, the customer will be contacted to discuss this point. Where there are many user issues or frequent contact with the Support Centre, a solution is searched for with the customer to prevent this in future.

Opening times and additional support

The Help Centre can always be consulted through the customer portal that will provide an answer to the asked questions in 90% of cases. If the Help Centre does not offer a solution, an incident can be submitted through the customer portal. The Support Centre will answer these questions from Monday to Thursday between 8 a.m. and 6 p.m. and on Fridays between 8 a.m. and 4 p.m. unless specified otherwise on the customer portal. The Support Centre can also be reached by telephone during these hours.

In addition, we offer an emergency service every working day from 6 a.m. to 8 a.m. and from 6 p.m. to 11 p.m. On Fridays, the emergency service is available from 4 p.m. to 11 p.m. as well as in the early morning. Emergencies can be submitted through the Support Centre where the person who submitted the emergency incident will be contacted within the hour. An emergency is any AFAS Online-related priorities. Emergencies that are reported outside the aforementioned times, during weekends and on Dutch public holidays will be dealt with on the next working day. For information on public holidays and deviations from this, see the [customer portal](#).

Customer environment access

During the processing of an incident, an AFAS employee may request access to the customer environment in different ways:

- By remotely looking at the system with the customer. The customer will receive a personal code that can be entered on www.afas.nl/meekijken. This is used by the support employee to gain remote access to the computer of the customer and see what is going on. The support employee can take over the function of the mouse in consultation with the customer.
- The support employee will ask for a backup of the customer environment for internal investigation.
- The customer grants the AFAS employee temporary access to the customer environment as a user. The customer can determine the authorisation level himself or herself.

First Class

A customer with a First Class contract has direct contact with the First Class team. This team consists of extremely highly trained and experienced support employees. The support employee, First Class support manager or the consultancy manager will visit the customer's site on an annual basis.

Extra services

The extra services consists of the following as standard:

- Personal telephone number to report incidents;
- There is no waiting time on the telephone in 90% of cases;
- Advice in relation to set-up issues;
- Entitlement to 20 hours of service management per year (the duration of the First Class contract is taken into account within this context);
- Knowledge of your organisation;
- First Class WhatsApp that is used to share information.
- Incident support

Opening hours

The opening hours and extra support can be found [here](#). We offer an extra expansion within the emergency service for First Class customers. In addition to the AFAS Online-related priorities, an emergency for a First Class customer is also deemed to be a problem that disrupts production.

Monitoring

Monitoring Priority 1 incident at First Class Support:

- Streamlined monitoring of the incident applies carried out by the First Class team and manager.
- The product manager and other responsible persons within AFAS are called in immediately.
- The customer is kept informed at all times about the progress of the incident.
- Work is also performed on the solution of the incident outside the standard opening hours.

Teamwork

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

- Annual work placement visit of the personal First Class employee; or
- Annual assessment visit of the support manager of the First Class team of the Support Centre; or
- Annual visit of the consultancy manager; and
- An invitation to attend a First Class inspiration day or event.

Product

AFAS will provide the customer with a product that is continuously developed further with new functions, improvements and legal amendments. This product is called AFAS Profit and is made available as standard through the AFAS Online service. This section contains information about development, version management, system requirements, product support and the local installation of Profit.

Product description

The customer has the option of selecting Profit+ ERP or Profit+ HRM/Payroll. The administration of an organisation can be automated with the AFAS software. The software includes the following components: CRM, Workflow Management, Course Management, Document Management, Financial, Order Management, Taxation, Projects, Subscriptions, HRM, Payroll, Intranet, Portal and Website Functionality and Business Intelligence* (*only for AFAS Online). Source data is stored in one database and therefore the different modules work together in an integrated manner. The AFAS Profit product includes AFAS InSite, AFAS OutSite and the AFAS Pocket app.

Services and responsibilities

AFAS develops and delivers the software (AFAS Profit) and can, in most cases, take care of the implementation of this software at its customers. Customers are themselves responsible for the correct configuration of the Profit application. AFAS provides support within this context by using templates based on best practices. If the application requires adjustment because of performance or security issues, AFAS will contact the customer to implement the required adjustment. The application is hosted through AFAS Online and this service is included. AFAS supports its own installation of AFAS Profit up to and including 31-12-2019. Personal installations are no longer being recommended.

AFAS ensures a correct delivery of applicable legislation in the software, for example, in relation to taxation matters and collective bargaining agreements (also known as collective labour agreements). The customer is responsible for correct application.

AFAS is not responsible for the correct operation of links of additional software packages or additional services of third parties.

Property rights

The intellectual property right of the products is vested and will continue to be vested on AFAS. If a third party should claim that the intellectual property right of the software is vested on him or her, the customer shall indemnify the customer. A condition in relation to this is, however, that the customer informs AFAS as soon as possible, cooperates with the investigation and leaves the settlement of the issue completely to AFAS from this point on. If the court establishes that the intellectual property is indeed vested on a third party, AFAS will ensure that the customer can continue to use the software or provide the customer with equivalent software.

The property right with regard to the entered data and the data generated by the application is vested on the customer. AFAS may not and shall not appropriate customer data.

A licence does not entitle the customer to what is commonly referred to as the source code. A separate agreement can be concluded for an escrow agreement.

Development and version management

The software is continuously developed further and supplied with new functions, improvements and legal amendments. The delivery policy can be found on the customer portal.

Broadly speaking, AFAS uses the following delivery schedule:

- Version: 2-4 times a year;
- Patch: On a daily basis if applicable.

Every version comes with release notes. They describe which components have been changed. Legal amendments and changes in the software are only implemented in the latest most up-to-date version. An overview of all implemented patches can be found on the [customer portal](#)

New version update

The update to a new version will be implemented in phases on AFAS Online. A customer is classified in a time schedule and can choose to transfer earlier or later, The migration date will be made definitive at least five days in advance. The total migration duration of the version is six to eight weeks.

AFAS is dependent on legal amendments by the government and authorities with regard to its delivery policy. Usually, legal amendments are made definitive shortly before the effective date or even with retroactive force. AFAS tries to anticipate on legal amendments in the software in a timely manner. AFAS may deviate from the delivery policy with regard to updates with legal amendments that must be installed before a specific date.

The data will not be available temporarily with regard to the migration from one version to the next. The time during which the data will not be available is very dependent on a number of factors such as data conversion, size of the database and the quantity of records to be changed. Experience has shown that the maximum time is between 5 minutes and 2.5 hours. These activities are performed as much as possible outside office hours (Monday to Friday: 7 a.m. to 6 p.m.) and customers are notified well in advance. Customers are informed about the planning of a new version through the [customer portal](#), <http://www.afasstatus.nl> and/or personal mailing.

AFAS Accept

A separate acceptance environment is available on AFAS Online (if this service is purchased with the subscription): "AFAS Accept". The acceptance environment is a separate entity from the production and test environment on AFAS Online. The new version can be accepted in a copy environment. A new version will become available three weeks before the migration on AFAS Accept. Customers are informed about progress through a separate communication group.

Customers can also use beta tests. Specific projects can then be tested by users during the end phase of the development.

[More about AFAS Accept](#)

Test environment

The customer can create a test environment himself or herself based on the production environment. If there is a preference to have changes implemented in the configuration of the application, the new configuration can first be tested in the test environment. Test environments are not included in backup procedure and have a lower performance and availability.

System requirements and product support

The [system requirements](#) and product support that are required for the correct operation of the AFAS software is described in the [AFAS Online Help](#). The customer must ensure that his or her own infrastructure is aligned with this.