Licence and subscription terms

Version 4.1 — effective 26 November 2026

These are the terms on which DynSolutionZ B.V. (“we”, “us”) licenses DynBrowser and provides the online services that come with it. They apply between us and the organisation that takes out a subscription (“you”), and together with the quote you accepted and the data processing agreement they form one agreement.

Acceptance. You accept these terms when you register in the customer portal or accept a quote from us. We make them available to you beforehand: at www.dynsolutionz.com/license.html, as a PDF enclosed with every quote and at www.dynsolutionz.com/legal/terms.pdf, and as a licence file shipped with the software. Installing or using the software without having accepted them earlier also accepts them. The person accepting on behalf of an organisation confirms that they are authorised to bind it. These terms are only for those acting in the course of a business or profession; we do not contract with consumers.

1. Definitions

- We — DynSolutionZ B.V., registered with the Netherlands Chamber of Commerce (KvK) under number 42157346, with the details in section 24.
- Software — DynBrowser, including its plugin form inside ProductieManager, together with its updates and documentation. ProductieManager itself is not covered by these terms; it has terms of its own.
- Service — the online services the software connects to: licensing and activation, the update feed, the customer portal, and the server-side features listed in section 12.
- DynPage — an individually licensable part of the software, such as the Orders Dashboard or Forecast, as listed in the published price list.
- Plan — a named bundle of DynPages from the price list.
- Seat — one concurrent session of the software. A seat is not a named user.
- Environment — a Microsoft Dynamics 365 environment, identified by a domain registered on your licence.
- Subscription period — the month or the year currently invoiced.
- Customer content — what section 12 describes.
- End date — the day the last paid subscription period runs out after the subscription has been cancelled or terminated.

2. Which document prevails

Where documents conflict, this order applies: (a) an agreement signed by both parties; (b) the quote or order you accepted; (c) these terms; (d) the data processing agreement, which prevails over all of the above in everything concerning the processing of personal data; (e) the website terms of use.

Purchasing terms or general terms of your organisation do not apply, not even where your order or a later document refers to them and not even where we do not reject them again at that moment. We hereby reject them.

These terms are published in Dutch and in English. Where the two differ, the Dutch text prevails.

3. The licence

For as long as your subscription runs and has been paid, we grant you a non-exclusive, non-transferable and non-sublicensable right to install and use the software for your own internal business operations.

That right is limited by three things: the DynPages in your plan plus the add-ons named on your quote; the number of seats you subscribe to; and the Dynamics 365 environments whose domains are registered on your licence. You may make one backup copy for archival purposes. Group companies may use the software under your subscription only where that has been agreed in writing, which includes by e-mail or in the quote.

We license the software; we do not sell it. The intellectual property rights in it rest with us or with our licensors, who have authorised us to grant this licence. All rights not expressly granted here remain with us or with them.

4. Seats

A seat is one concurrent session, not a named user. Five seats means five people can work at the same time; you may create as many accounts as you like at no extra cost.

The service counts concurrent sessions through activation and the heartbeat in section 5, and refuses a new session once the sessions in use reach the number of seats you subscribe to. Where your quote divides the seats over several plans, that limit applies per plan.

You can add seats at any time in the customer portal. Once you agree to the price shown, they take effect immediately and are charged pro rata for the rest of the current subscription period. Reductions take effect at the start of the next subscription period.

5. Activation, checks and offline use

The software checks its licence online. While in use it connects to the service — by default api.dynsolutionz.com — to authorise the installation, activate and validate the licence, report a heartbeat regularly (by default once a minute, and never less often than once every five minutes), and check for updates.

For that it sends: a machine identifier in the form of a one-way SHA-256 hash, the machine name, the application version and installation

channel, the Dynamics 365 environment domain it connects to, the licence key where one is used, the e-mail address of the signed-in Dynamics 365 user, at sign-in the Microsoft sign-in proof (ID token), the time zone and language of the application, the version of the company link and the company profile, and with each heartbeat the counts described in section 13.

If the service cannot be reached, the software fails soft: it falls back on a locally stored, cryptographically signed licence proof and keeps working within its limits for at most fourteen days.

Changes that you or we make to your subscription, users or permissions reach the software within a few minutes, also while it is in use. When the subscription ends, or is suspended under section 7, the software stops authorising.

We can block a specific version of the software remotely where that version contains a serious security vulnerability or a serious defect that can damage your data or that of others. That version then stops, also during use, and keeps refusing to start offline. We do this only for such a risk, tell you the reason as soon as possible, and make sure a version without the problem is available to you. Apart from this case and the end or suspension of your subscription, we do not switch the software off remotely.

These controls are an essential part of this agreement. Circumventing or interfering with them is a material breach.

6. What is not permitted

You may not:

- rent, lend, resell or sublicense the software or otherwise make it available to third parties, or use it to provide a service to anyone outside your own organisation;
- copy, modify, adapt or translate the software or create derivative works of it, except to the extent mandatory law permits;
- reverse engineer, decompile or disassemble the software — except to the extent article 45m of the Dutch Copyright Act or other mandatory law permits, and then only after you have asked us in writing for the interoperability information you need and we have not provided it within a reasonable time;
- circumvent, disable or interfere with the licensing, activation or checks in section 5;
- remove, alter or obscure proprietary or copyright notices;
- use the software unlawfully or in breach of applicable regulations;
- use the software in a production environment without a valid subscription.

These restrictions do not limit the rights the open-source licences in section 15 give you. In particular, as the GNU Lesser General Public License requires for the components that section 15 lists under it, you may modify the software for your own use and reverse engineer it to the extent needed to debug such modifications.

7. Term, renewal, change and cancellation

The subscription starts on the date agreed in the quote and runs for the period stated there, monthly or annually. It renews automatically for the same period each time, unless it is cancelled.

You can cancel at any time: in the customer portal (Subscription, by an administrator of your organisation) or by e-mail to info@dynsolutionz.com. The cancellation takes effect at the end of the current subscription period; until then you can withdraw it in the portal. We confirm every cancellation by e-mail. No further invoices follow and the current period is not refunded.

Upgrades — a higher plan, more seats, an add-on — take effect immediately and are charged pro rata for the rest of the period. Downgrades and cancellations take effect at the end of the current period.

We may suspend the service where an invoice is more than thirty days overdue and we have sent a reminder, and terminate the subscription where it is more than sixty days overdue. Either party may terminate with immediate effect for a material breach not remedied within thirty days of a written notice of default, or on the other's bankruptcy, suspension of payments or cessation of business.

On the end date the licence ends: the software no longer authorises, may no longer be used, and you delete the copies in your possession. Section 12 sets out what happens to your content, including the thirty days in which you can still export it.

8. Prices, invoicing and payment

Prices are per seat per month, in euros and exclusive of VAT and other government levies, as stated on your quote and in the published price list.

Annual subscriptions are invoiced twelve months in advance; monthly subscriptions one month in advance. The payment term is the one on the invoice.

If you do not pay on time, you owe the statutory commercial interest under article 6:119a of the Dutch Civil Code and reasonable extrajudicial collection costs, without any notice of default being required. Set-off or suspension of payment is not permitted.

Where you choose automatic collection, you authorise us to collect the amounts due, through our payment service provider, from the account you nominate. The invoice, which reaches you before the collection, serves as the pre-notification; you agree that the pre-notification period is shortened to the time between the invoice and the collection. A reversed collection leaves the invoice due.

We may adjust prices once every twelve months in line with the consumer price index (CPI, all households) published by Statistics Netherlands (CBS) over the preceding twelve months, with effect from your next renewal and announced at least thirty days in advance. Any other price increase takes effect at your next renewal at the earliest, is announced at least sixty days in advance, and entitles you to

cancel with effect from the date it takes effect. A price or price guarantee expressly fixed in your quote or in a signed agreement prevails over this section.

A quote is valid for the period stated on it.

9. Support and service levels

Support is included in every subscription and is provided at the level of your plan — channels, response times and hours — as published in the price list and repeated on your quote. Response times are times within which we respond, not resolution times.

Support covers the software. It does not cover your Dynamics 365 environment, your network, your hardware, third-party products, or work arising from changes you make yourself.

Bug reports and requests go through Bugs & Requests, in the app or in the customer portal.

10. Updates, security and changes to the software

Updates and new features within your plan are included and are not charged separately.

We develop the software continuously and may change, add or remove functionality. If we withdraw a DynPage that is part of your subscription, we announce it at least three months in advance; if that materially reduces what you subscribed to, you may cancel with effect from the date of withdrawal.

We support the current version of the software and the one before it. Installing updates is your responsibility; we can only support a supported version.

Security updates are part of your subscription and are made available for the supported versions for as long as it runs. Where the law requires it, we report actively exploited vulnerabilities and serious security incidents affecting the software to the competent authorities, and we inform you. Anyone can report a vulnerability to info@dynsolutionz.com with the subject “Security”; we confirm receipt and handle it with priority.

11. Your Dynamics 365 data

The software reads and writes your Dynamics 365 data directly, from your own machines to your own environment, with your users’ credentials. That traffic does not pass through our servers, and the software does not send us data from your Dynamics 365 environment of its own accord. What is stored on our servers is only what your users store or submit themselves, as described in section 12. That can include data they take over from Dynamics 365, such as rates in a DynCost price list or the resources on the planning board.

Where the software writes back to Dynamics 365 on your instruction — changes made through the OData Explorer and planning written back from DynPlanboard, each only where that function is enabled for your organisation — you remain responsible for checking the result. The software is a tool for working with your ERP data. It is not your administration and not an accounting or compliance system.

12. Your content on our servers

Some features store content that you enter yourselves on our servers, so that it works across your machines and users. At present that is:

- Document Designer templates and the images used in them;
- DynDesigner themes and start-page background images;
- DynCost price lists: cost categories, rates and their versions, with the price lines encrypted per company;
- DynPlanboard settings: groups, resources with their Dynamics 365 ID and name, colours, shift calendars and exceptions;
- the company settings your administrator records in the portal, such as network paths, Vault and SharePoint addresses and bookmarks, and the link with your Microsoft tenant (tenant ID, client ID and the addresses of your Dynamics 365 environments);
- Bugs & Requests tickets, their comments and the files you attach;
- the settings belonging to those features, arcade scoreboard entries of users who switched that on, and your administration of users, seats and permissions.

This is your customer content and it remains yours. You grant us only the right to store, transmit and process it in order to provide the service to you.

We keep customer content separate per company. We do not use it to develop other products and do not disclose it to third parties, except where that is necessary to provide the service or the law requires it.

Export. An administrator of your organisation can download your customer content at any time in the customer portal (Subscription → Export your data): one ZIP file with the data in JSON and the images and attachments in their original format. The company settings and the Microsoft link are not in that file; your administrator can see them in the portal, and we provide them on request. That remains possible for thirty days after the end date. We charge nothing for it.

Deletion. Thirty days after the end date we delete your customer content and the personal data of your users. If the subscription is suspended without an end date, we keep the data until it ends or you ask us to delete it. You can take a DynCost price list out of use; if you want it removed entirely, we do that on request. We tell your billing contact and administrators by e-mail when the subscription ends and again a week before deletion, and we never delete sooner than fourteen days after that first notice. Backups containing the data expire within thirty days after deletion. We keep only what the law requires us to keep — invoices, payments, quotes, agreements and the company and contact details belonging to them — for the statutory seven years. Personal data is further governed by the data processing

agreement.

Switching provider. To move to another provider you may end the subscription with at most two months' notice, also during an annual term; the period already paid is then not refunded and nothing further is charged. The export above is the data we make available for the move, and the thirty days after the end date are the transition period, which we extend once by up to thirty days if you ask before it runs out. We charge no switching fees and give reasonable assistance on request.

13. What the software sends to us

Besides the licence checks in section 5, the software sends us only the following:

- Error reports. On by default, and can be switched off in the application settings. A report contains the hashed machine identifier, the application version and a scrubbed description of the error. Before sending, the text is filtered for e-mail addresses, the paths and queries of URLs (the server name remains), file paths with a drive letter, IP addresses, numbers of five or more digits, quoted text and tokens, and exceptions are reduced to a type and a method-level stack. Reports contain none of your business data and not the pages you viewed.
- Usage counts, with each heartbeat. Per DynPage, the number of requests made to Dynamics 365; and failed requests, counted by kind, DynPage, Dynamics 365 environment, the name of the Dynamics 365 entity (the table, never its contents) and an error code; for a refused request also the name of the object Dynamics 365 refused. Never the content, filters or addresses of those requests.
- A version check. About every fifteen minutes, whether the running version has been blocked under section 5: the version, the channel and the hashed machine identifier.
- Finding your organisation. On first start, when nothing is set up yet: the company code or the domain of an e-mail address the user enters (never the full address), or what Windows reports about the machine: the Microsoft tenant and the domain of the Windows user.
- The Microsoft link. Whether signing in through your organisation's link succeeded, with an error code; and when an administrator tests a new link, the Microsoft sign-in proof. Never data from Dynamics 365.
- Anonymous arcade usage. Which game was started, whether it was finished and how long it took. We store only the hashed machine identifier with it.
- A scoreboard entry with the player's name and score — only when that user has switched the setting on. It is off by default.
- What you store or submit yourself: the customer content in section 12, and bug reports and requests together with the name of the tab they came from, the operating system and the application version — never the full address of a Dynamics 365 page. If the tab has no name, that is the server name of your Dynamics 365 environment.

The software downloads updates, themes, seasonal decorations, the company link and the company profile from us with the same licence proof, and asks every few minutes whether there is a new version and whether there are new replies to your reports. It sends only the version, the channel and when it last looked. The traffic between the software and Microsoft (Dynamics 365, Entra ID, WebView2) and, where used, Autodesk Vault runs directly between your machines and those services and is governed by your own agreements with them.

We use this to keep the product working, to enforce the licence and to support you. Our privacy statement describes the same processing from the point of view of the people concerned, with the retention period of each category.

14. What you take care of

- Your own Microsoft Dynamics 365 licences and environment, and your own Autodesk Vault environment where you use it. We do not resell those products.
- Managing your own users, their seats and their permissions in the portal, and keeping that up to date.
- The security of your machines, Windows accounts and shared folders. The password for the optional Autodesk Vault connection is stored on the machine encrypted for the Windows user (Windows DPAPI). A shared Vault sign-in that an administrator sets up through ProductieManager, and the key of shared notes, are kept on the shared folder and are only concealed there, not strongly encrypted. Limit access to that folder to your own staff.
- Backups of your own Dynamics 365 data.
- That your use of the software complies with your own policies and with applicable law, including privacy law.
- Informing your users about the processing in sections 5 and 13. The per-user usage overview in the portal may count as a system for monitoring employees; whether that requires the consent of your works council (article 27 of the Dutch Works Councils Act) is for you to assess.

15. Third-party dependencies

The software works with Microsoft Dynamics 365, Microsoft Entra ID, the Microsoft Edge WebView2 runtime and, optionally, Autodesk Vault. DynSolutionZ is an independent supplier and is not affiliated with, endorsed by or sponsored by Microsoft or Autodesk. Their names and trademarks are theirs.

We are not responsible for the availability of those products or for changes their suppliers make to them. If such a change breaks a feature, restoring it within a reasonable time is part of your subscription.

The software contains third-party open-source components under their own licences. They are listed, with the full licence texts, on the

licence screen in the application and in the file THIRD-PARTY-NOTICES.txt in its installation folder.

The 3D/CAD viewer additionally includes components licensed under the GNU Lesser General Public License, version 2.1 — occt-import-js and the Open CASCADE Technology geometry kernel it wraps. These are distributed as separate, unmodified files, loaded by the viewer at run time, and are not combined with our own code. You may replace them with your own compatible build: they are installed as occt-import-js.js and occt-import-js.wasm in the folder DynVault\viewer\lib under the application's static-asset folder (%LOCALAPPDATA%\DynBrowser\Data\StaticAssets, or %LOCALAPPDATA%\ProductieManager\Data\StaticAssets when DynBrowser runs inside ProductieManager). Place your build under the same names in the folder DynVault\viewer-custom\lib in that same static-asset folder and the viewer uses yours instead; updates never write to that folder. The full text of every applicable licence, including the LGPL-2.1, is installed alongside them in the licenses folder, and the corresponding source is available from https://github.com/kovacsv/occt-import-js and https://github.com/Open-Cascade-SAS/OCCT. For at least three years after we last distribute a version that contains them, we will also provide the complete corresponding source code of these components on request, for no more than our cost of supplying it. Nothing in this Agreement limits the rights those licences grant you in respect of those components.

16. Intellectual property

The software and the service — their source and object code, interface design, graphics and documentation — are and remain the exclusive property of us or our licensors. This agreement transfers no ownership to you. Our names, logos and trademarks may not be used without our written permission.

If you send us feedback, a bug report or a request, we may use and implement it freely, without obligation and without it giving you any rights in the result. This gives us no right whatsoever to your customer content or your business data.

17. Confidentiality

Each party keeps the other's confidential information secret, uses it only for this agreement and protects it at least as carefully as its own. This does not apply to information that is public through no fault of the recipient, that was already lawfully known, that was developed independently, or that must be disclosed by law. The obligation continues until three years after the end of the agreement.

18. Warranty

We warrant that during your subscription the software works materially as described in the documentation and on our website. If it does not, tell us: we will remedy the defect within a reasonable time or offer a workable workaround. If we cannot, you may cancel the part of the subscription concerned and we refund the fees for the unused part of the paid period. That is your only remedy for a defect.

Beyond that warranty the software and the service are provided as they are. We do not warrant that they work without interruption or error, that every defect will be remedied, that they meet your specific requirements, or that the service is available without interruption.

The warranty does not apply where the problem results from changes you made, from an unsupported version, from your own environment, or from use contrary to this agreement or the documentation.

19. Liability

Our total liability under this agreement, on whatever ground, is limited to the fees you paid us in the twelve months before the event causing the damage. A series of related events counts as one event.

We are not liable for indirect or consequential loss, including lost profit, lost revenue, lost savings, reputational damage, business interruption and loss of or damage to data.

These limitations do not apply to damage caused by intent or deliberate recklessness on our part or on the part of our management, to death or personal injury, or to any other liability that mandatory law does not allow us to limit or exclude.

A right to compensation exists only if you report the damage in writing without undue delay and give us a reasonable opportunity to remedy it. Every claim lapses twelve months after you discovered the damage or should reasonably have discovered it.

20. Force majeure

Neither party is liable for a failure caused by force majeure. That includes outages or unavailability of Microsoft, Autodesk, our hosting provider or the internet, cyber attacks, power failures, government measures and strikes. If force majeure lasts longer than sixty days, either party may terminate the subscription with effect from that date, without any obligation to pay compensation.

21. Changes to these terms

We may change these terms. A new version is published on www.dynsolutionz.com with its own version number and effective date, and we tell you at least thirty days before it applies to you. A new version applies to you from your next renewal. Where a change materially disadvantages you, you may terminate the subscription with effect from the date the change takes effect.

The version that applies to a quote is the version named on that quote. Earlier versions remain available: version 4.0, version 3.0.

22. General

We may transfer this agreement to a group company or in connection with a merger or a transfer of our business; you may transfer it only with our written consent, which we will not withhold unreasonably. Notices are given in writing, by e-mail to the contact addresses each

of us has provided.

Where a provision is invalid or unenforceable, it is replaced by a valid provision that comes as close as possible to its intent, and the rest of the agreement stays in force. Not enforcing a right on one occasion is not a waiver of it.

Together with the quote you accepted and the data processing agreement, these terms are the entire agreement between us about the software and supersede earlier proposals and communications about it.

23. Governing law and disputes

Dutch law applies to this agreement. The applicability of the Vienna Sales Convention (CISG) is excluded. Disputes are submitted exclusively to the competent court of the District Court of The Hague (Rechtbank Den Haag).

24. Who we are

DynSolutionZ B.V., Prins Bernhardstraat 9, 2671ER Naaldwijk, NL, KvK 42157346, BTW NL869966030B01, invoice@dynsolutionz.com

Questions about these terms, custom arrangements or permissions: info@dynsolutionz.com. See also the data processing agreement and the privacy statement.

Data processing agreement

Version 4.1 — effective 26 November 2026

This is the data processing agreement referred to in article 28(3) of the General Data Protection Regulation (GDPR), between the organisation that takes out a DynBrowser subscription ("you") and DynSolutionZ B.V. ("we"). It is an annex to the licence and subscription terms and forms one agreement with them. Where it conflicts with any other document, this agreement prevails in everything concerning the processing of personal data.

No separate signature is needed: this agreement applies from the moment your subscription starts. If your procurement process requires a signed copy, or your own data processing agreement, let us know and we will arrange it.

1. Roles

For the processing that article 3 marks as processor processing, you are the controller: you determine why and how that personal data is processed, and we process it solely on your behalf. That is your customer content (article 12 of the licence terms), including your configuration such as price lists, planning-board settings, company settings and the Microsoft link, the administration of your users, their rights and settings, and support requests.

For a limited number of purposes we determine the purposes and means ourselves and are therefore a controller in our own right: checking and enforcing the licence and the number of seats; the security of our systems and the prevention of misuse; finding your organisation on first start; error reports and usage statistics to keep the product working and improve it; anonymous arcade statistics; and our own customer administration — contact details, quotes, invoices and payments. For those, our privacy statement applies instead of this agreement.

2. Subject, nature, purpose and duration

As processor we process personal data solely to provide DynBrowser and the associated online services to you: the customer portal, the administration of users and rights, the server-side features in article 12 of the licence terms, and support. The processing consists of collecting, storing, consulting, transmitting, correcting and deleting.

This agreement runs for as long as your subscription runs, and afterwards for as long as we still hold personal data of yours as processor, until article 11 has been carried out in full.

3. Data subjects and personal data

Data subjects are the people within your organisation who use DynBrowser or the customer portal, and the contact persons you register with us. The categories of personal data, and our role for each, are:

Category	What it contains	Our role
Accounts	Name, e-mail address, preferred language and time zone, password stored as a one-way hash, second-factor secret and recovery codes where enabled, rights and admin rights.	Processor
Content authorship	The e-mail address recorded against Document Designer templates, images and themes, DynCost price lists, planning-board settings and company settings — who changed what, and when.	Processor
Support	Name and e-mail of the person reporting, the text of the report and its comments, attached files, and the page, operating system and application version it came from.	Processor
Arcade scoreboard	Name and score of a player, only where that user switched the scoreboard on.	Processor
Configuration	Network paths, Vault and SharePoint addresses and bookmarks from the company settings; tenant ID, client ID and Dynamics 365 addresses of the Microsoft link; names and Dynamics 365 IDs of resources on the planning board. This is personal data only where a name or address refers to a person, for example a resource that is an employee.	Processor
Installations	Hashed machine identifier, machine name, application version and channel, the Dynamics 365 environment domain, and the e-mail address and user name of the signed-in user.	Controller (us)
Usage	Minutes of use per user per day and per hour, online status, time zone and language; per DynPage the number of requests to Dynamics 365, and failed requests by kind, entity name, error code and Dynamics 365 environment, with the name of the object Dynamics 365 refused for a refused request. Your administrators see in the portal the minutes per user per day, the last activity and the computer, and the refused requests per user, environment and object; the rest only we see.	Controller (us)
Error reports	Hashed machine identifier, application version and a scrubbed description of the error, filtered before sending for e-mail addresses, URLs, paths, IP addresses, identifiers and tokens.	Controller (us)

Sessions	Portal and console login records: time, IP address, browser type and the hash of the session token.	Controller (us)
Activity log	Logins, password resets, user management, downloads, exports and administrative actions, with actor, IP address and browser type.	Controller (us)
Distribution	The recipient of a download link and the record of downloads, with IP address.	Controller (us)
Arcade statistics	Anonymous play statistics with a hashed machine identifier and nothing else.	Controller (us)
Finding your organisation	The IP address and a shortened hash of the company code or e-mail domain with which your organisation was found on first start.	Controller (us)

We do not process special categories of personal data as referred to in article 9 GDPR, and we ask you not to enter them in the software.

4. Instructions

For the processing we do as processor, we process personal data solely on your documented instructions. The licence terms, this agreement and your use of the settings in the software together form those instructions. For that processing we do not process personal data for our own purposes, do not sell it and do not use it for advertising.

If the law requires us to process outside your instructions, we tell you beforehand, unless that same law prohibits it. If in our view an instruction infringes privacy law, we tell you without delay.

5. Confidentiality

Everyone we authorise to process personal data is bound to confidentiality, by contract or by law, and gets access only to the extent their work requires.

6. Security

We take appropriate technical and organisational measures under article 32 GDPR. On the effective date of this agreement they include:

- encryption of all traffic in transit (TLS);
- passwords stored only as strong one-way hashes (PBKDF2-SHA256, 210,000 iterations), and session tokens only as a hash, so that a copy of the database yields no working sessions;
- optional two-factor authentication for portal and console accounts, with the secrets stored encrypted, plus lockout after repeated failed logins and rate limiting per IP address;
- licence proofs signed with an ECDSA P-256 key, so that a licence decision cannot be forged;
- strict separation per company in every query, so that one customer's data cannot be reached from another's account;
- the price lines of DynCost price lists encrypted per company (AES-256-GCM), with a key per company;
- error reports scrubbed on the customer's own machine before they are sent, not after they arrive;
- hardened web responses (content security policy, host allowlist, HSTS) and no external scripts, fonts, analytics or content delivery networks — our pages load nothing from third parties;
- daily backups, verified after they are written and kept for thirty days with restricted file permissions on the same European infrastructure; the copy we keep outside that infrastructure is encrypted;
- daily automatic deletion of logs and usage data at the end of their retention periods, as listed in our privacy statement;
- restricted access to production systems, limited to those who need it to operate the service.

We may change these measures as the state of the art moves on, provided the level of protection does not fall.

7. Sub-processors

You give us general authorisation to engage sub-processors. We impose on each of them, by contract, obligations equivalent to those in this agreement, and we remain fully liable to you for their actions. Our sub-processors are:

Sub-processor	Purpose	Location
STRATO AG	Server hosting and storage of the application, its database and backups	Germany (EU)
STRATO AG	Outgoing transactional e-mail (activation, password reset, notifications, quotes and invoices)	Germany (EU)
Mollie B.V.	Online payment of invoices, where you choose to pay that way. Mollie is an independent controller for the payment data it handles.	Netherlands (EU)

We tell you at least thirty days before we add or replace a sub-processor. If you have reasonable grounds to object, tell us within those thirty days; if we cannot resolve it, you may terminate the subscription with effect from the date the change takes effect, and we refund the unused part of the paid period.

8. Assistance

Taking into account the nature of the processing, we assist you with: requests from data subjects for access, rectification, erasure, restriction, objection or portability; your obligations to secure the processing; the notification of personal data breaches; and any data protection impact assessment or prior consultation.

If a data subject approaches us directly about processing we do as your processor, we do not answer on your behalf: we forward the request to you without undue delay. Through the customer portal — including its data export — you can already view, correct and delete most of this data yourself; where you cannot, we help within a reasonable time. Assistance is included in your subscription unless a request requires disproportionate effort; we then agree the costs with you in advance.

9. Personal data breaches

We notify you without undue delay, and in any event within forty-eight hours, after becoming aware of a personal data breach affecting your data. The notification describes what happened, which categories and approximately how many people and records are involved, the likely consequences, the measures we have taken and a point of contact. You, as controller, notify the supervisory authority and the data subjects; we give you what you need to do so.

10. Audit and information

On request we provide the information you reasonably need to demonstrate that we comply with article 28 GDPR. You may have an audit carried out once per calendar year, and in addition after a personal data breach affecting your data, by an independent expert bound to confidentiality, with at least thirty days' notice, during office hours and without disrupting our operations or exposing other customers' data. The costs are yours, unless the audit reveals a material shortcoming on our part; then they are ours.

11. Return and deletion

An administrator of your organisation can export the data at any time in the customer portal, and until thirty days after the end date (article 12 of the licence terms). Thirty days after the end date — and never sooner than fourteen days after we have notified you — we delete it; backups containing it expire within thirty days after that. If your subscription is suspended without an end date, we keep the data until it ends or you ask us to delete it. We keep data longer only where the law requires it, and then only for that purpose and period: invoicing data, for example, which tax law requires us to keep for seven years. At your request we confirm the deletion in writing.

12. Where we are controller

For the purposes in article 1, second paragraph, we are controller and not your processor: the licence and seat checks, security and misuse prevention, error reports and usage statistics, anonymous arcade statistics, and our own customer administration. Our privacy statement describes that processing, its legal bases and the retention period of each category. Where that processing concerns your users, we ask you to point them to our privacy statement, for example in your own privacy notice to employees.

13. Transfers outside the EEA

We do not transfer personal data outside the European Economic Area. All processing under this agreement takes place on European infrastructure, with the sub-processors in article 7. Should that ever change, we notify you in advance under article 7 and ensure a valid transfer mechanism.

14. Liability, changes and law

The liability provisions of the licence and subscription terms also apply to this agreement, subject to mandatory law. Where those provisions and this agreement conflict on the processing of personal data, this agreement prevails.

We may change this agreement where legislation, guidance from supervisory authorities or the service require it. A new version is published on www.dynsolutionz.com with its own version number and effective date and is announced at least thirty days in advance; earlier versions remain available (version 4.0, version 3.0). Dutch law applies, disputes go to the District Court of The Hague, and where the Dutch and English texts differ the Dutch text prevails.

15. Who we are

DynSolutionZ B.V., Prins Bernhardstraat 9, 2671ER Naaldwijk, NL, KvK 42157346, BTW NL869966030B01, invoice@dynsolutionz.com

Privacy questions, a request from a data subject, or a signed copy of this agreement: info@dynsolutionz.com. See also the licence and subscription terms and the privacy statement.