General Terms and Conditions Applied Routing

Version November 2026

Article 1 Definitions

1.1 In these Terms, the following capitalised terms have the following meaning.

a) **Additional Work**: work outside the scope of an Order Form, as described in Article 14.

b) **Affiliate**: any legal entity that directly or indirectly controls, is controlled by or is under common control with Customer.

c) **Agreement**: the agreement between Applied Routing and Customer, consisting of the Order Form and these Terms.

d) **Applied Routing**: RoutingLab B.V., trading as Applied Routing, having its registered office at Polderweg 178, 1093 KP Amsterdam, the Netherlands, registered with the Dutch Chamber of Commerce under number 98224212, VAT number NL868406624B01.

e) **Business Day**: Monday to Friday 9:00 to 17:00 (Dutch time) , excluding official public holidays in the Netherlands.

f) **Customer**: the legal entity, or the natural person acting in the course of a profession or business, that enters into or negotiates an Agreement with Applied Routing.

g) **Customer Application**: a software application of Customer, described in the Order Form, into which Customer integrates the Software and which Customer makes available to its own customers.

h) **Customer Data**: all data, problem instances, datasets, logs and other information provided by or on behalf of Customer to Applied Routing.

i) **Deliverables**: all results of Professional Services delivered to Customer, such as code, models, configurations, reports and advice.

j) **Documentation**: the user documentation of the Software published by Applied Routing, including at docs.appliedrouting.com.

k) **Fees**: all fees payable by Customer under the Agreement, including the annual licence fee and the fees for Services.

l) **Intellectual Property Rights**: all intellectual property rights and related rights, including copyrights, database rights, patent rights, trademark rights, trade name rights and rights to know-how and trade secrets.

m) **Licence**: the right to use the Software granted in Article 4.

n) **Licence Key**: the key provided by Applied Routing that gives access to the Software and is used for validation.

o) **Licence Term**: the term of the Licence as set out in Article 27.

p) **Open Source Components**: software components that are made available under an open source licence, including PyVRP.

q) **Order Form**: the sales or order form, quotation or statement of work of Applied Routing that has been accepted by Customer and in which the products, Services, Fees and other specific arrangements are set out.

r) **Output**: the routes, plans, schedules and other results generated by the Software on the basis of Customer's input.

s) **Permitted Use**: the use of the Software in a Customer Application as described in the Order Form.

t) **Professional Services**: the services of Applied Routing other than Support, including integration, modelling, advice, custom development and training.

u) **PyVRP**: the open source vehicle routing package PyVRP, made available under the MIT licence.

v) **Release**: a new version, update or patch of the Software made available by Applied Routing.

w) **Services**: Support and Professional Services.

x) **Software**: the software product PyVRP Enterprise of Applied Routing, including Releases, Documentation and Licence Keys, but excluding PyVRP and other Open Source Components.

y) **Support**: the support for the Software described in Article 11.

z) **Support Hours**: 9:00 to 17:00 (Dutch time) on Business Days.

aa) **Terms**: these general terms and conditions of Applied Routing.

bb) **Trial**: the use of the Software free of charge for evaluation purposes as described in Article 8.

cc) **Trial Period**: the term of the Trial.

dd) **Writing**: by letter or by email. **Written** has a corresponding meaning.

Article 2 Applicability and order of precedence

2.1 These Terms apply to all quotations, Order Forms and Agreements of Applied Routing and to all products and Services it supplies, including the Software, the Trial, Support and Professional Services.

2.2 Applied Routing supplies exclusively to Customers acting in the course of a profession or business.

2.3 The applicability of any purchasing or other terms and conditions of Customer is expressly rejected, even if these are referred to in a purchase order or similar document.

2.4 Deviations from these Terms are only valid if they are expressly agreed in the Order Form or otherwise in Writing, and only apply to the Agreement concerned.

2.5 In the event of any conflict, the following order of precedence applies: (i) the Order Form and (ii) these Terms.

2.6 If any provision of these Terms is void or annulled, the remaining provisions will remain in full force. The parties will then agree on a replacement provision that reflects the purpose of the original provision as closely as possible.

2.7 These Terms have been drawn up in English. Where Applied Routing makes a translation available, the English version prevails.

Article 3 Quotations and conclusion of the Agreement

3.1 Quotations of Applied Routing are without obligation and valid for thirty (30) days, unless stated otherwise in the quotation. Obvious errors in a quotation do not bind Applied Routing.

3.2 The Agreement is concluded when Customer accepts the Order Form, including by electronic means, or, if earlier, when Applied Routing starts performing the Agreement at Customer's request.

3.3 Customer warrants the accuracy and completeness of the information provided by or on behalf of Customer on which the Order Form is based.

Article 4 Licence

4.1 Subject to timely payment of the Fees, Applied Routing grants Customer for the Licence Term a non-exclusive, non-transferable and non-sublicensable right to install and use the Software for Customer's internal business purposes and, where agreed, for the Permitted Use.

4.2 The Licence is granted per company and applies only to the legal entity named as Customer in the Order Form. Affiliates of Customer may only use the Software if and to the extent they are expressly named in the Order Form. Customer shall ensure that its Affiliates comply with the terms of this Agreement and shall be responsible and liable for their acts and omissions as if they were Customer's own acts and omissions.

4.3 Within the scope of the Licence, Customer may install the Software on any number of systems and in any number of environments (development, test and production), and there are no limits on the number of stops, vehicles or calculations.

4.4 Customer may allow its contractors and IT service providers to use or manage the Software on behalf of Customer, solely for Customer's benefit. Customer ensures that they comply with the Agreement and is liable for their acts and omissions as for its own.

4.5 All rights not expressly granted remain with Applied Routing. The Licence is not transferable, including in the event of a merger, demerger, change of control or transfer of Customer's business.

Article 5 Permitted Use in Customer Applications

5.1 Customer may only integrate the Software into a Customer Application if and to the extent that such integration with that specific Customer Application is explicitly described and permitted under the Permitted Use in the Order Form. Permission to integrate the Software into one Customer Application shall not constitute permission to integrate the Software into any other Customer Application.

5.2 The Permitted Use is subject to the following conditions:

a) the Software only runs on systems that are owned, managed or controlled by Customer (or by its hosting provider on Customer's behalf);

b) Customer's customers and end users only use the functionality of the Customer Application as a hosted service and do not receive any copy of the Software or a Licence Key;

c) the Customer Application adds material functionality to the Software, and Customer does not make the Software available as a standalone solver, API or similar service;

d) Customer imposes on its customers terms that protect the Software at least as well as the Agreement.

5.3 Distribution of the Software (including OEM, on-premise or embedded delivery to third parties) and sublicensing are not permitted.

5.4 Customer is solely responsible for the Customer Application and for its relationship with its own customers and end users. Applied Routing has no obligations towards them. Only Customer can submit Support requests.

Article 6 Restrictions

6.1 Customer shall not, and shall not allow third parties to:

a) copy (except as necessary for use authorised under this Agreement), modify, decompile, disassemble or reverse engineer the Software, except to the extent permitted by mandatory law;

b) remove, disable or circumvent the Licence Key, the licence validation or any other technical protection of the Software;

c) distribute, sell, rent, lend or otherwise make available the Software to third parties, other than in accordance with Article 4.4 and Article 5;

d) use the Software, the Documentation or information about them to develop or support a competing product or service;

e) use the Software, its source code or the Documentation to train, fine-tune or otherwise improve artificial intelligence systems, or enter these into such systems for that purpose;

f) publish benchmarks or performance comparisons of the Software without the prior Written consent of Applied Routing;

g) remove or alter any copyright notices or other proprietary notices of Applied Routing.

6.2 Article 6.1 also applies to those parts of the Software that are supplied in source code.

Article 7 Licence compliance

7.1 At Applied Routing's request, Customer shall within fourteen (14) days provide a Written statement, signed by an authorised officer of Customer, confirming that Customer uses the Software in accordance with the Agreement.

7.2 If Customer uses the Software outside the scope of the Licence or in breach of Article 5 or Article 6, Applied Routing may terminate the Agreement with immediate effect in accordance with Article 27.4. Customer shall pay the Fees at Applied Routing's then-current rates for any use outside the scope of the Licence, without prejudice to Applied Routing's right to full compensation of its damages. The limitations of liability in Article 24 do not apply to Customer. For each breach, Customer shall forfeit an immediately due and payable contractual penalty of €10,000, without any prior notice of default being required and without prejudice to Applied Routing's right to claim full compensation for any damages suffered.

7.3 Customer shall notify Applied Routing in Writing without undue delay upon becoming aware of any unauthorised access to, use or disclosure of the Software or any Licence Key. Customer shall take all reasonable measures to prevent or mitigate any further unauthorised access, use or disclosure.

Article 8 Trial

8.1 Applied Routing may grant Customer a Trial. The Trial Period is thirty (30) days, unless a different period is stated in the Order Form.

8.2 During the Trial, Customer may use the Software solely to evaluate whether it meets Customer's requirements. Use in production, commercial use and use for the benefit of third parties are not permitted.

8.3 During the Trial, the Licence Key is validated both offline and online. Customer ensures that the Software can connect to the systems of Applied Routing for this purpose.

8.4 During the Trial, the Software is provided "as is" and "as available", without any warranty and without Support. To the fullest extent permitted by law, Applied Routing accepts no liability for the Trial or for any use of the Software during the Trial.

8.5 At the end of the Trial Period, Customer shall stop using the Software and, where technically possible, delete it, unless Customer enters into a paid Licence.

8.6 If Customer enters into a paid Licence within thirty (30) days after the end of the Trial Period, the prices quoted by Applied Routing before the Trial apply, unless the circumstances on which the Order Form was based have changed.

8.7 The other provisions of the Agreement apply to the Trial, insofar as they are not incompatible with this Article 8.

Article 9 Delivery, Licence Keys and system requirements

9.1 Applied Routing makes the Software available as a Python package through its own package index. Access to the package index is controlled by the Licence Key. Applied Routing provides the Licence Key to Customer.

9.2 The Software consists of compiled (object code) and source code components. Customer has no right to receive the source code of the compiled components.

9.3 For a paid Licence, the Licence Key is validated offline. The Software does not send telemetry or usage data to Applied Routing.

9.4 The Software runs on supported (non end-of-life) Python versions on 64-bit Linux, Windows and macOS, as further described in the Documentation. Customer is responsible for the hardware, software, network and other environment in which the Software runs, and for its security.

9.5 Customer shall keep the Licence Key confidential and shall not share it with third parties, other than in accordance with Article 4.4.

Article 10 Releases and changes

10.1 During the Licence Term, Customer is entitled to all Releases that Applied Routing makes generally available, at no additional cost.

10.2 Customer is not obliged to install Releases. Support only applies to Releases made available in the twelve (12) months preceding the Support request.

10.3 Applied Routing may change the functionality of the Software in new Releases. Applied Routing may only remove functionality after it has first been marked as deprecated in a previous Release or in the Documentation.

Article 11 Support

11.1 Applied Routing provides Support if and to the extent agreed in the Order Form.

11.2 Customer submits Support requests by email to support@appliedrouting.com. Only Customer can submit Support requests, not its customers or end users.

11.3 Applied Routing responds to a Support request within twenty-four (24) Support Hours. Applied Routing does not guarantee resolution times, but will use reasonable efforts to resolve the issue or provide a workaround.

11.4 Customer provides all information and data reasonably required to reproduce the issue, including the relevant problem instance and Release.

11.5 Support does not cover issues caused by Customer's environment, Customer Data, unsupported Releases, use contrary to the Documentation or the Agreement, or software of third parties. Applied Routing may charge any work on such issues as Additional Work.

11.6 A separate service level agreement only applies if agreed in the Order Form.

Article 12 Professional Services

12.1 The scope, planning, deliverables, Fees (fixed price or time and materials) and any acceptance procedure of Professional Services are set out in the Order Form.

12.2 Applied Routing performs the Professional Services to the best of its ability, as an obligation of means (inspanningsverplichting), unless the Order Form expressly provides for a specific result.

12.3 Fixed prices only apply to the scope set out in the Order Form. Unless agreed otherwise, Fees on a time and materials basis are invoiced monthly in arrears on the basis of the hours worked, at the rates set out in the Order Form.

12.4 If an acceptance procedure has been agreed, Customer shall test the Deliverable within ten (10) Business Days after delivery and may only reject it in Writing, stating the agreed acceptance criteria that have not been met. The Deliverable is deemed accepted when (i) that period expires without such rejection or (ii) Customer uses it in production, whichever is earlier. Minor defects do not prevent acceptance. If no acceptance procedure has been agreed, the Deliverable is deemed accepted upon delivery.

12.5 All dates and periods are target dates. Applied Routing is only in default after receiving a Written notice of default granting a reasonable period to remedy.

12.6 The Agreement for Professional Services is an agreement for services (overeenkomst van opdracht). Articles 7:404, 7:407(2) and 7:408(1) of the Dutch Civil Code do not apply.

Article 13 Customer cooperation

13.1 Customer shall in a timely manner provide all cooperation, information, data, access and decisions that Applied Routing reasonably requires for the performance of the Agreement, and appoint a contact person.

13.2 Customer warrants the accuracy, completeness and timeliness of the Customer Data and instructions provided by or on its behalf, and that it is entitled to provide these to Applied Routing.

13.3 If Customer fails to comply with its obligations in a timely manner, the planning will be postponed, Applied Routing may suspend the performance of the Agreement and Applied Routing may charge the resulting additional work and costs as Additional Work. Fixed Fees remain payable in full.

Article 14 Additional Work

14.1 Additional Work includes work outside the agreed scope, such as additional features, work resulting from changed requirements, delays or changes caused by Customer, and work under Article 11.5.

14.2 Applied Routing informs Customer in advance if it considers work to be Additional Work. Additional Work is performed after Customer's approval, which may be given by email, at the rates set out in the Order Form or, in the absence thereof, at Applied Routing's then-current rates.

Article 15 Performance and use of the Output

15.1 All indications of performance given by Applied Routing, such as computation time, solution quality and cost savings, are indicative only and do not constitute a warranty. Customer can verify during the Trial whether the Software meets its expectations.

15.2 The Software is a tool for decision support. Customer is solely responsible for verifying the Output before it is used in practice, including its feasibility and its compliance with traffic rules, driving and rest time rules, safety requirements and other applicable laws and regulations.

15.3 Customer is solely responsible for all decisions taken by Customer, its customers or end users on the basis of the Output.

15.4 Applied Routing is not responsible for Output that is incorrect, suboptimal or incomplete as a result of incorrect or incomplete input, modelling or configuration by or on behalf of Customer, or Customer's environment. Any assistance by Applied Routing in this respect is Additional Work.

Article 16 Open source

16.1 The Software is based on PyVRP and contains Open Source Components of third parties. The licence terms of these Open Source Components are listed in the Documentation (currently at https://docs.appliedrouting.com/stable/about/licenses.html). These licence terms apply to the Open Source Components in addition to the Agreement and prevail in the event of a conflict.

16.2 Nothing in the Agreement restricts the rights of Customer under the open source licence of PyVRP or any other Open Source Component.

16.3 Open Source Components are provided “as is”, without any warranty. Applied Routing is not liable for Open Source Components.

Article 17 Fees, invoicing and payment

17.1 The Fees are set out in the Order Form. All Fees are in euros and exclusive of VAT and other taxes and levies.

17.2 The annual licence fee is invoiced annually in advance, unless agreed otherwise in the Order Form.

17.3 Customer pays each invoice within fourteen (14) days after the invoice date, without any deduction, suspension or set-off. Customer bears any withholding taxes and bank charges, so that Applied Routing receives the invoiced amount in full.

17.4 If Customer fails to pay on time, it is in default without notice of default. Customer then owes statutory commercial interest (Article 6:119a of the Dutch Civil Code) and extrajudicial collection costs of 15% of the principal amount, with a minimum of EUR 250. Applied Routing may also suspend the Licence and the Services in accordance with Article 26.

17.5 If Customer consists of several (legal) persons, each of them is jointly and severally liable for the performance of the Agreement.

Article 18 Price changes

18.1 The Fees are fixed for the duration of the current Licence Term.

18.2 Applied Routing may index the Fees annually at the start of each renewal term on the basis of the consumer price index (CPI, all households) of Statistics Netherlands (CBS), without prior notice. Indexation does not entitle Customer to terminate the Agreement.

18.3 Other price changes only take effect upon renewal and are notified by Applied Routing in Writing at least ninety (90) days before the end of the current Licence Term. Customer may then terminate the Agreement in Writing with effect from the end of the current Licence Term, notwithstanding Article 27.2.

Article 19 Intellectual property

19.1 All Intellectual Property Rights in the Software, the Documentation and the methods, know-how and tools of Applied Routing, including all modifications and extensions thereof, are vested exclusively in Applied Routing or its licensors.

19.2 All Intellectual Property Rights in Deliverables that build on, modify or extend PyVRP or the Software are vested exclusively in Applied Routing. Customer obtains a licence to use such Deliverables on the terms of the Licence and for the Licence Term.

19.3 All Intellectual Property Rights in other Deliverables remain with Applied Routing, unless the Order Form expressly provides that these will be transferred to Customer. In that case, the transfer only takes effect after full payment of the Fees concerned, and the Order Form accepted by Customer qualifies as the deed of transfer. Until such transfer, or if no transfer has

been agreed, Customer obtains after full payment a perpetual, non-exclusive and non-transferable licence to use the Deliverables for its internal business purposes.

19.4 Applied Routing may at all times reuse the general knowledge, experience, code, algorithms and improvements obtained in the performance of the Agreement, including by incorporating these into PyVRP or the Software, provided that no Customer Data or confidential information of Customer is disclosed.

19.5 To the extent any Intellectual Property Rights as referred to in Article 19.1 or 19.2 vest in Customer, Customer hereby assigns these to Applied Routing, which accepts this assignment.

19.6 Applied Routing may freely use any feedback and suggestions for improvement provided by Customer.

19.7 Applied Routing shall indemnify and hold Customer harmless against any third-party claims alleging that the Software, as provided by Applied Routing and used in accordance with the Agreement, infringes any third-party Intellectual Property Rights, including reasonable legal costs and damages finally awarded by a competent court or agreed in a settlement approved by Applied Routing. This indemnity shall not apply to claims arising from modifications not made or authorised by Applied Routing, combinations with other software or systems not authorised by Applied Routing, or use outside the scope of the Licence. This indemnity shall be subject to the limitations of liability set out in Article 24.

Article 20 Customer Data and personal data

20.1 Customer retains all rights to the Customer Data and the Output. Applied Routing uses Customer Data solely for the performance of the Agreement.

20.2 The Software does not require Applied Routing to process personal data. Customer shall only provide Customer Data containing personal data (such as delivery addresses or driver data) to Applied Routing if this is necessary for the Services, and shall where possible anonymise or pseudonymise it first.

20.3 To the extent Applied Routing processes personal data on behalf of Customer, Customer is the controller and Applied Routing the processor within the meaning of the General Data Protection Regulation (GDPR). In that case Applied Routing shall:

a) process the personal data only on Customer's documented instructions, which are set out in the Agreement;

b) ensure that persons authorised to process the personal data are bound by confidentiality;

c) take appropriate technical and organisational measures, including access control with passwords and two-factor authentication;

d) engage sub-processors only with Customer's general authorisation, which Customer hereby grants, for the sub-processors listed on the website of Applied Routing (currently at https://appliedrouting.com/privacy-policy), and inform Customer of any intended changes, giving Customer the opportunity to object;

e) only transfer personal data outside the European Economic Area on the basis of appropriate safeguards, such as an adequacy decision or standard contractual clauses;

f) assist Customer, taking into account the nature of the processing, in responding to requests from data subjects and in complying with Articles 32 to 36 GDPR;

g) notify Customer without undue delay after becoming aware of a personal data breach;

h) delete the personal data at Customer's request or within a reasonable period after the end of the Agreement, unless retention is required by law; and

i) make available to Customer the information necessary to demonstrate compliance with this Article 20.3 and allow for and contribute to audits by Customer, at Customer's expense.

20.4 Customer warrants that it has a lawful basis to provide the personal data to Applied Routing and shall not provide special categories of personal data.

Article 21 Confidentiality

21.1 Each party shall keep confidential all information of the other party that it knows or should reasonably know is confidential, and shall only use it for the performance of the Agreement. This does not apply to information that is publicly available, was already lawfully in the possession of the receiving party, or must be disclosed by law or by order of a court or public authority.

21.2 The Software, including the parts supplied in source code, and the Documentation that is not publicly available contain trade secrets of Applied Routing and are confidential.

21.3 This Article continues to apply after the end of the Agreement.

Article 22 Publicity

22.1 Applied Routing may only use the name and logo of Customer as a reference with Customer's prior Written consent. Customer may only use the name and logo of Applied Routing with Applied Routing's prior Written consent.

Article 23 Warranties

23.1 Applied Routing warrants that the Software, in a supported Release, substantially functions in accordance with the Documentation. Customer's sole remedy in the event of a breach of this warranty is the correction of reproducible errors or the provision of a workaround through Support, if agreed, or otherwise within a reasonable period.

23.2 Except as expressly provided in the Agreement, Applied Routing gives no warranties, express or implied. Applied Routing does not warrant that the Software is free of errors, will operate without interruption, will find the optimal solution or is suitable for Customer's purposes. Customer can verify during the Trial whether the Software meets its expectations.

Article 24 Liability

24.1 The total liability of Applied Routing for attributable failure in the performance of the Agreement, tort or on any other ground, is limited to compensation of direct damage up to the amount of the Fees (excluding VAT) paid by Customer under the Agreement in the twelve (12) months preceding the event causing the damage. A series of related events counts as one event.

24.2 Direct damage only means: (i) reasonable costs incurred to make Applied Routing's performance conform to the Agreement, (ii) reasonable costs incurred to determine the cause and extent of the damage and (iii) reasonable costs incurred to prevent or limit the damage.

24.3 Applied Routing is not liable for indirect damage, including consequential damage, loss of profit, missed savings, business interruption, loss or corruption of data, and damage resulting from claims of Customer's customers or end users.

24.4 Applied Routing is not liable for damage resulting from:

a) incorrect, suboptimal or incomplete Output, or decisions taken on the basis of the Output;

b) incorrect or incomplete Customer Data, input, modelling or instructions of Customer;

c) Customer's environment, unsupported Releases or use of the Software contrary to the Documentation or the Agreement;

d) Open Source Components;

e) the Trial.

24.5 Liability only arises if Customer promptly gives Applied Routing Written notice of default, granting a reasonable period to remedy, and Applied Routing still fails to perform after that period. Claims lapse twelve (12) months after Customer became aware or should reasonably have become aware of the damage.

24.6 Customer indemnifies Applied Routing against all claims of third parties, including Customer's customers and end users, arising from the Customer Application, the use of the Output, the Customer Data or Customer's breach of the Agreement.

24.7 The limitations of liability in this Article do not apply in the event of intent or deliberate recklessness of Applied Routing's management.

Article 25 Force majeure

25.1 Neither party is obliged to perform any obligation if it is prevented from doing so by force majeure. Force majeure on the part of Applied Routing includes failures of third-party suppliers, internet and telecommunication failures, power outages, (cyber)crime, government measures, war, terrorism and pandemics.

25.2 If the force majeure lasts longer than thirty (30) days, either party may terminate the affected part of the Agreement in Writing. Performance already rendered will be settled proportionally.

Article 26 Suspension

26.1 If Customer fails to pay on time, Applied Routing may suspend the Licence and the Services after a Written reminder, until Customer has paid in full. During the suspension, Customer may not use the Software.

26.2 If Customer acts in breach of Article 5 or Article 6, Applied Routing may suspend the Licence and the Services with immediate effect.

26.3 Applied Routing is not liable for any damage resulting from a suspension, and Customer's payment obligations remain in force.

Article 27 Term and termination

27.1 The Licence is entered into for a term of one (1) year from the start date stated in the Order Form, unless agreed otherwise in the Order Form. The Licence is then automatically renewed for successive periods of one (1) year.

27.2 Either party may terminate the Licence in Writing with effect from the end of the current Licence Term, subject to a notice period of at least ninety (90) days for Applied Routing and thirty (30) days for Customer.

27.3 Professional Services end upon completion of the agreed work. Support ends upon the end of the Licence, unless agreed otherwise in the Order Form.

27.4 Applied Routing may terminate the Agreement in Writing with immediate effect, without notice of default and without being liable for any damages, if Customer:

a) uses the Software outside the scope of the Licence or in breach of Article 5 or Article 6;

b) fails to pay within fourteen (14) days after a Written reminder;

c) acts in breach of Article 29.

27.5 Either party may terminate the Agreement in Writing with immediate effect if the other party is granted a suspension of payments, is declared bankrupt or is liquidated. Applied Routing may also terminate the Agreement in Writing with immediate effect if Customer comes under the control of a competitor of Applied Routing.

27.6 Either party may rescind (ontbinden) the Agreement if the other party fails to perform a material obligation and still fails to do so after a Written notice of default granting a reasonable period to remedy.

27.7 Performance already rendered and the related payment obligations are not undone upon termination or rescission. Prepaid Fees are not refunded.

Article 28 Consequences of termination

28.1 Upon the end of the Licence, for any reason, Customer shall immediately stop using the Software, including in any Customer Application, and shall delete all copies of the Software and the Licence Key where technically possible. At Applied Routing's request, Customer shall confirm this in Writing.

28.2 Upon the end of the Licence, all ongoing Support and Professional Services also end, unless agreed otherwise in Writing. Customer pays for the work performed up to the end date.

28.3 Provisions which by their nature are intended to survive the end of the Agreement remain in force, including Articles 6, 7, 19, 21, 24 and 32.

Article 29 Export control and sanctions

29.1 Customer shall comply with all applicable export control and sanctions laws and regulations, including those of the European Union, the Netherlands, the United Kingdom and the United States, and shall not use, export or make available the Software, directly or indirectly, to persons, entities or countries subject to sanctions.

29.2 Customer warrants that it is not itself, and is not owned or controlled by, a person or entity subject to sanctions. Applied Routing is not obliged to perform the Agreement if doing so would breach such laws and regulations.

Article 30 Subcontractors and assignment

30.1 Applied Routing may engage subcontractors and other third parties for the performance of the Agreement.

30.2 Customer may not assign or transfer its rights and obligations under the Agreement without Applied Routing's prior Written consent.

30.3 Applied Routing may transfer the Agreement to a third party in the context of a merger, demerger, acquisition or transfer of (part of) its business. Customer hereby gives its cooperation in advance.

Article 31 Amendments

31.1 Applied Routing may amend these Terms. Amendments apply to existing Agreements from the next renewal of the Licence, provided that Applied Routing has notified Customer of them in Writing at least ninety (90) days in advance. Customer may then terminate the Agreement with effect from the end of the current Licence Term.

Article 32 Governing law and disputes

32.1 The Agreement is governed by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

32.2 The competent court in Amsterdam, the Netherlands, has exclusive jurisdiction, without prejudice to Applied Routing's right to seek injunctive relief or protective measures in any competent court.