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Terms & Conditions

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GENERAL TERMS AND CONDITIONS OF USE FOR THE VIKTOR PLATFORM OF VIKTOR B.V.

These General Terms and Conditions of Use are identical to the General Terms and Conditions of Use for the VIKTOR Platform of MOCS B.V. Instead of "VIKTOR" read: "MOCS". The latter does not apply where VIKTOR is used in "VIKTOR Platform".

1. Definitions

1.1. Except as expressly provided otherwise, words and expressions written in these Terms & Conditions with a capital letter have the meaning assigned to them below.

Agreement: the underlying agreement to which these Terms & Conditions have been declared applicable.

Confidential Information: all information regarding the organisation and working method, the relationships, products and services obtained from the Parties in execution of this Agreement, as well as information from this Agreement, with the exception of:

- a. information that was in the public domain at the time this Agreement was signed;
- b. information subsequently disclosed by a third party, without breach of the obligation of confidentiality agreed between the Parties; and
- c. data that is generally known or of a general nature.

Customer: the entity or person with whom VIKTOR has entered into an Agreement or with whom VIKTOR is in negotiations.

Documentation: the written and/or electronic information accompanying the Software.

Intellectual Property Rights: all intellectual property rights applicable on the basis of Dutch, European and/or foreign laws and regulations and/or international treaties, including (rights to) patents and patent applications, registered or unregistered trademarks and trademark applications, copyrights, database rights, domain names and other similar rights to know-how, and other intellectual property rights.

Parties/Party: VIKTOR and/or the Customer.

Services: the services that are the subject of the Agreement.

Software: the software platform developed by VIKTOR named "Viktor"[®], which is made available by VIKTOR to the Customer for use under licence, including but not limited to the SDK and supporting software (including but not limited to the software "Worker"[®] developed by VIKTOR) of the Viktor Platform, which is delivered or may be delivered by VIKTOR to the Customer.

Terms & Conditions: these general terms and conditions of use for the Viktor Platform of VIKTOR;

User: the Customer and/or an employee of the Customer.

VIKTOR: VIKTOR B.V., a private limited liability company incorporated under Dutch law, with its registered office and principal place of business at Weena 738A in Rotterdam (3014 DA), listed in the trade register of the Chamber of Commerce under number 62601008.

2. General

- 2.1. These Terms & Conditions apply to all Agreements. The Parties may only deviate from these Terms & Conditions in writing.
- 2.2. Any general terms and conditions of the Customer do not apply to the Agreement and are expressly rejected, regardless of the moment at which reference is made thereto.
- 2.3. Any nullity of part of the Agreement and/or the Terms & Conditions will not affect the validity of the remaining part of the Agreement and/or the Terms & Conditions.
- 2.4. VIKTOR is at all times entitled to engage third parties in the performance of the Agreement or to transfer its rights and obligations under the Agreement and the Terms & Conditions to a third party.
- 2.5. Any communication between VIKTOR and/or the Customer may take place electronically, except insofar as provided otherwise in the Agreement and/or the Terms and Conditions and/or the law. Electronic communication will be deemed to have been received on the day of dispatch, unless the contrary is proven by the recipient. If the Customer has not received the communication as a result of delivery and/or accessibility problems with respect to its email box, this will be at its risk, even if its email box is managed by a third party.
- 2.6. The Agreement, together with any documents referred to therein, will embody the entire agreement between the Parties in relation to the matters governed by it and supersede and replace any previous written or oral agreement between the Parties in relation to any matters governed by the Agreement. Changes to this Agreement are valid only if they are made in writing and signed by or on behalf of all Parties.

3. Conclusion of Agreement

- 3.1. The Agreement is concluded by the signing of the Agreement by both Parties. Each Party is responsible for keeping its own copy of the Agreement.

4. Term and termination of the Agreement.

- 4.1. The Agreement is entered into for an indefinite period of time, unless the Parties have explicitly agreed otherwise in the Agreement.
- 4.2. VIKTOR may terminate the Agreement in writing at the end of a calendar month, with due observance of a notice period of three (3) months.
- 4.3. Each Party is entitled to terminate the Agreement, in whole or in part, with immediate effect in writing if:
- a. the other Party has been declared bankrupt, has been granted a suspension of payments – provisional or otherwise – or has otherwise lost the free management or free disposal of its assets, irrespective of whether that situation is irrevocable;
 - b. the other Party has offered its creditors a settlement outside bankruptcy or suspension of payments;
 - c. the other party has ceased to exist or has been dissolved;
 - d. the other Party fails imputably in the performance of one or more of its obligations under this Agreement, is declared in default for that purpose and the said imputable failure is not remedied

within a reasonable period of time, which will in no case exceed thirty days after receipt of the notice of default; and/or

e. the assets of the other Party have been the subject of enforcement attachment or prejudgment attachment that has not been lifted within one month of the date of the attachment.

4.4. Lawful termination of the Agreement will not entitle the other Party to compensation.

5. Prices and rates, payment

5.1. VIKTOR will provide the Services at the prices and rates stated in the Agreement. All prices and rates stated by VIKTOR are exclusive of VAT and any other government-imposed levies.

5.2. Once a year, VIKTOR will be entitled to change the rates stated in the Agreement. VIKTOR will inform the Customer at least one month in advance about the changed rates and the commencement date of the changed rates. If the Customer does not wish to agree to the change in rates, the Parties will enter into reasonable consultation. If the reasonable consultation does not lead to a solution within one month, both Parties are entitled to terminate the Agreement with due observance of a reasonable notice period of at least three months.

5.3. Payment will be made by SEPA direct debit, unless the Parties have expressly agreed otherwise in the Agreement. The Customer agrees that the advance notice for the SEPA direct debit will be communicated to the Customer no later than one day in advance. If payment is returned, refused or cancelled, the Customer will be automatically in default from that moment on, without notice of default being required, and VIKTOR, without prejudice to its other rights, including its right to payment, will be authorised to limit or block the Customer's access to the Software in whole or in part.

5.4. If the Customer is in default with respect to any payment, all claims of VIKTOR against the Customer are immediately and fully due and payable. The Customer is not entitled to setoff amounts due to VIKTOR against any (alleged) claim of the Customer on VIKTOR.

5.5. In the event of extrajudicial collection, in addition to the principal sum and the default interest, the Customer will owe VIKTOR all collection costs reasonably incurred by VIKTOR.

5.6. Upon termination of the Agreement, for whatever reason, VIKTOR will not refund to the Customer any fee already paid for the Services, neither in whole nor in part.

6. Delivery and Services

6.1. The delivery times stated by the VIKTOR for its Services are always approximate only and will never be regarded as fatal deadlines, unless the Parties expressly agree otherwise.

6.2. The Services to be provided by VIKTOR will be performed under the obligation of best efforts, unless and insofar as expressly stated otherwise in the Agreement.

7. Intellectual Property

7.1. All Intellectual Property Rights, as well as all similar rights to protect information relating to the Software, as well as the related materials and documentation, are the exclusive property of

VIKTOR or its licensor(s). The Customer acknowledges that the Intellectual Property Rights vested in the Software belong to VIKTOR or its licensor(s).

7.2. Nothing in this Agreement will be construed as a transfer of any Intellectual Property Right from one Party to the other Party.

7.3. The Customer is not permitted to change, remove or make unrecognizable any mark showing VIKTOR's Intellectual Property Rights to the Software. The Customer is not permitted to use or register any trademark or design or any domain name of VIKTOR or a similar name or sign in any country.

7.4. VIKTOR is authorised to take and maintain technical measures to protect the (Intellectual Property Rights to) the Software and in view of the agreed restrictions in the use of the Software. The Customer is not permitted to circumvent or remove such technical provisions.

7.5. VIKTOR may carry out or instruct an audit to ascertain whether the Customer and/or User complies with the Agreement and the Terms & Conditions, provided that this audit is carried out on working days during normal office hours, in such a way that the business activities of the Customer and/or User are not unreasonably impeded as a result. Such an audit will be carried out by an independent expert selected and engaged by VIKTOR. The Customer is obliged to provide this expert with the information, support and access to the Software and Services that is reasonably necessary to enable the expert to adequately perform the audit. This independent expert will draw up a memo summarising his findings with regard to the audit of the reports issued by the Customer and the Customer's compliance with the Agreement and the Terms and Conditions, but will in no case provide VIKTOR with information other than that which comes to his attention during the audit. The costs of this audit are at VIKTOR's expense, unless the audit shows that the Customer does not comply with the Agreement and/or the Terms & Conditions, in which case the costs are at the expense of the Customer.

8. Licence

8.1. VIKTOR grants the Customer the non-transferable and non-exclusive right to have the Software used by Users during the term of the Agreement, exclusively for the Customer's own use and without the right to sublicense. The Customer is liable towards VIKTOR for the conduct of Users in the same way as for its own conduct. All acts of Users are entirely at the risk and expense of the Customer.

8.2. The Customer is prohibited from using the Services or having them used contrary to the Agreement, the Terms & Conditions or the law. In case of breach of this prohibition, VIKTOR is entitled to restrict or terminate the use of the Services and/or the Software without prior notice. VIKTOR is not liable for any damage that may arise as a result of exercising this right.

8.3. When using the Services and/or the Software, the Customer will not cause or allow hindrance or damage to VIKTOR or to third parties in any way whatsoever.

8.4. The Customer will not perform or allow any acts that may be assumed to potentially cause damage to the systems of VIKTOR or of third parties.

8.5. The Customer may not cause or allow any reproduction, imitation, duplication, copying, sale, resale, leasing or trading of the Services and/or the Software, or any part thereof.

8.6. The Customer is responsible for the content and accuracy of the data that it or a User uses for the use of the Software. The Customer will not perform or allow the entry of illegal data or performance of fraudulent acts. VIKTOR is entitled, by order of the court or instruction of the competent authorities, to provide data of a User to third parties.

8.7. The Customer will only use the Services and/or the Software or have them used in such a way that the amount of data stored and the volume of data transport realised do not deviate significantly from the average use of the Services by other customers. If this use deviates significantly from the average use, VIKTOR will contact the Customer to agree specific conditions with the Customer for the additional use. If the Parties fail to reach agreement on these specific conditions, VIKTOR is authorised to restrict the use of the Services by the Customer and/or Users without prior notice.

8.8. The Customer is not permitted to use the Services and/or the Software in such a way as to disrupt the proper functioning of the Services and/or the Software. If the Customer's use of the Services and/or the Software results in a disruption of the proper functioning of the Services and/or the Software, VIKTOR is entitled to limit or block the Customer's use of the Services and/or the Software until the disruption has been remedied. VIKTOR will inform the Customer of such restriction or blocking as soon as reasonably possible.

8.9. The Customer is responsible for and guarantees the correct functioning of its own hardware and software in accordance with VIKTOR's minimum system requirements, configuration, peripherals and internet connection required for the use of the Services and the taking of the necessary measures to protect its equipment, software and telecommunication and internet connections and that of Users against viruses, computer crime and unlawful use by third parties.

8.10. The Customer will exercise due care when using the log-in data provided by VIKTOR in order to gain access to the Software. The login details are not transferable and may not be used outside the Customer's organisation. The Customer and/or Users will observe complete confidentiality with respect to the login details and will keep the login details in a safe place. The Customer is liable for any use that is made of its login details.

8.11. VIKTOR is authorised to block the login details of the Customer and/or a User if VIKTOR deems this necessary, for example for security reasons, unauthorised use, (a suspicion of) fraud or if (the suspicion exists that) the Customer fails to fulfil its payment obligations or other obligations. VIKTOR is also authorised to modify the login procedure of the Software at its own discretion. VIKTOR will inform the Customer of any changes.

9. Rights and obligations VIKTOR

9.1. In the event of suspected misuse by the Customer and/or a User, VIKTOR is authorised to limit or block the Customer and/or User's access to the Software for an indefinite period of time without prior notice. VIKTOR is not liable for any damage that may arise as a result of exercising this right.

9.2. VIKTOR is entitled to make changes and improvements to the Software at its own discretion. VIKTOR is not obliged to inform the Customer of this.

9.3. VIKTOR does not guarantee that backups are made of the Customer's data entered in the Software and/or the Services, or that this data is kept available in any other way.

9.4. VIKTOR will ensure that the data entered by the Customer and/or Users by means of the Software will be protected against loss, theft, unauthorized access and modification by third parties as much as reasonably possible.

9.5. Without prejudice to Article 12.2, VIKTOR will refrain from accessing the data that the Customer and/or Users have entered with VIKTOR by means of the Software and/or the Services, on the understanding that VIKTOR is entitled to collect, use, process and store data and information relating to the use of the Software to continue and improve the provision of the Services.

10. Personal data

10.1. The Parties will process the personal data they obtain in the performance of the Agreement in accordance with applicable privacy laws, including but not limited to the General Data Protection Regulation ("GDPR").

10.2. If and to the extent that VIKTOR qualifies as a processor within the meaning of the GDPR, the provisions of this article apply.

10.3. VIKTOR will only process the personal data on behalf of the Customer (also "controller" within the meaning of the GDPR) and in accordance with the Customer's instructions or to the extent necessary for the execution of the Agreement. VIKTOR will take adequate and appropriate technical and organisational security measures to protect the personal data against loss and against unlawful processing. VIKTOR will notify the Customer as soon as reasonably possible after VIKTOR becomes aware of any breach of security (of whatever nature) with respect to the Software that fully or partly relates or may relate to the processing of personal data.

10.4. The Customer indemnifies VIKTOR against all claims of third parties and/or Users against VIKTOR for breach of the GDPR and/or other legislation concerning the processing personal data.

10.5. The Customer and/or a User remains at all times the owner of the data entered by him/her.

10.6. Insofar as the Customer and/or a User uses the Software to process personal data, the Customer and/or a User is the controller within the meaning of the GDPR. The Customer guarantees that it will process the personal data lawfully.

10.7. Unless the Parties have entered into a processing agreement that states otherwise, the Customer (or the trustee if the Customer is bankrupt) will no longer have access to the Software after termination of the Agreement, for whatever reason, on the understanding that VIKTOR will keep the data available for three months after termination of the Agreement, after which the data will be deleted.

10.8. The Customer will ensure adequate compliance with applicable statutory retention periods. VIKTOR does not have to comply with a statutory retention period for the data entered by the Customer.

10.9. The Customer is responsible for keeping a copy of the data it has entered through the Software.

11. Confidentiality

11.1. Each Party will keep the Confidential Information received from the other Party under this Agreement confidential and will not use it for purposes other than as described in this Agreement, unless Article 11.2 is applicable.

11.2. Each Party will impose an adequate and written duty of confidentiality on its own personnel and third parties engaged by it in the execution of this Agreement.

11.3. Neither Party will disclose confidential information except:

- a. to the extent required under applicable law or stock exchange rules or by governmental authorities and, to the extent reasonably practicable, after consultation with the other Party on the timing and content of such disclosure;
- b. to professional advisers bound by an obligation of confidentiality, to the extent necessary for any legitimate purpose; or
- c. to the extent that the information is generally known.

If, under a legal obligation, the receiving Party is required to disclose confidential information of the other Party to a third party, that Party will, prior to the provision, inform the other Party of the intended provision and will cooperate with the other Party with a view to minimizing the disclosure.

11.4. Upon termination of this Agreement, as well as at the first request of the providing Party, the receiving Party will, free of charge:

- a. return confidential information to the providing Party; and/or
- b. destroy confidential information, if and to the extent that the providing Party specifically instructs the receiving Party to do so; and
- c. confirm in writing to the providing Party that all confidential information has been returned or destroyed in accordance with the request.

11.5. Without prejudice to the provisions of the previous paragraphs of this article, VIKTOR is permitted to use anonymised data entered by the Customer and/or User by means of the Software for business comparison.

12. Support

12.1. If it is agreed in the Agreement that the Customer is entitled to support by VIKTOR on the basis of the Services purchased by the Customer, the agreements in this respect will be laid down in the Agreement.

12.2. In the context of providing support under this Article 12 or maintenance under Article 13, VIKTOR is entitled to inspect the Customer's and/or User's data as referred to in Article 10.

12.3. If VIKTOR performs activities on the instruction of the Customer that are not included in the Services, VIKTOR will charge these activities separately to the Customer in accordance with the prices and rates applied by VIKTOR at that time. These Terms & Conditions are applicable to the performance of the aforementioned activities.

13. Maintenance

13.1. VIKTOR will carry out maintenance work on the Software, provided that this has been agreed in the Agreement. The maintenance work will be further specified in the Agreement.

13.2. Maintenance includes the provision of new versions of the Software only if and insofar as this has been agreed in writing. Three months after an improved version has been made available, VIKTOR will no longer be obliged to repair any errors in the previous version and to provide support and/or maintenance in respect of a previous version. VIKTOR may require the Customer to enter into a new Agreement with VIKTOR for the provision of a version with new features and functions and that a new fee is paid for the provision. VIKTOR does not guarantee that each new version of the Software contains the same functionality as the previous version. VIKTOR may require the Customer to adapt its system (hardware, software, etc.) if this is necessary for the proper functioning of a new version of the Software.

13.3. The maintenance of the Software does not include the repair of errors, defects or imperfections resulting from or related to:

- a. errors in the use or injudicious use of the Software, including errors in the input of data or in the data itself;
- b. changes to the Software other than by or on behalf of VIKTOR;
- c. the use of the Software in violation of the applicable Terms & Conditions and/or Agreement;
- d. changes to or errors, defects or imperfections in equipment or Software other than that covered by VIKTOR's maintenance;
- e. the failure of the Customer to have the Software maintained on time;
- f. the use of an old version of the Software that is no longer maintained by VIKTOR;
- g. the recovery of mutilated or lost data; and/or
- h. other causes not attributable to VIKTOR.

13.4. The Customer will specifically report errors in the Software to VIKTOR. VIKTOR will make every effort to repair these errors and/or make improvements to the Software. VIKTOR does not guarantee that the Software will work without interruption, errors or defects or that all errors or defects will be corrected.

13.5. VIKTOR will make every effort to ensure optimal availability of and access to the Software in the condition it is in from time to time ("as is" availability).

13.6. VIKTOR is authorised to temporarily suspend access to the Software without prior notice or to restrict the use of the Software for maintenance work or to make adjustments or improvements to one or more Services. VIKTOR will make every effort to keep this to a minimum and to inform the Customer in advance if possible.

14. Suspension and termination

14.1. Without prejudice to its other rights VIKTOR is, without any notice of default or judicial intervention being required, authorised to suspend one or more of its obligations under the Agreement in whole or in part or to terminate the Agreement in whole or in part if:

- a. The Customer has been declared bankrupt, has been granted a suspension of payments – provisional or otherwise – or has otherwise lost the free management or free disposal of its assets, irrespective of whether that situation is irrevocable;

- b. the Customer has offered its creditors a settlement outside bankruptcy or suspension of payments;
- c. the Customer has ceased to exist or has been dissolved;
- d. the Customer fails imputably in the performance of one or more of its obligations under this Agreement, receives a notice of default for that purpose and this imputable failure is not remedied within a reasonable period of time, which will in no case exceed thirty days after receipt of the notice of default; and/or
- e. the assets of the Customer have been the subject of executory attachment or prejudgment attachment that has not been lifted within one month of the date of the attachment.

14.2. In the event of full or partial termination of the Agreement by VIKTOR, VIKTOR is not obliged to pay any compensation and all its claims against the Customer are immediately and fully due and payable.

14.3. Articles 7 (Intellectual property), 11 (Confidentiality) and 17 (Applicable law and dispute resolution) will by their nature continue to apply after termination of the Agreement.

15. Force majeure

15.1. In case of force majeure, VIKTOR is entitled to suspend the performance of its obligation or part thereof and the Customer cannot claim performance or compensation.

15.2. The term force majeure referred to in Article 15.1 includes but is not limited to: war, threat of war, natural disasters, excessive temporary increase in demand, government measures, weather conditions, non-delivery, delayed delivery or incomplete delivery to VIKTOR of goods or services ordered from third parties, strikes, company blockades, punctuality actions, disruptions in VIKTOR's business, fire, water damage, disruptions in telecommunications and internet connections, traffic disruptions and virus infections in the Software.

15.3. If the period of force majeure lasts longer than one month, either of the Parties is authorised to terminate the Agreement in whole or in part without being obliged to pay compensation, on the understanding that if VIKTOR has partially performed its obligation before or after the occurrence of the force majeure, it will always be entitled to a proportional part of the compensation due.

16. Liability

16.1. Except in so far as provisions of mandatory law oppose this, the following arrangement applies with regard to VIKTOR's liability for loss suffered by the Customer and/or third parties and/or Users and with regard to VIKTOR's indemnification by the Customer.

16.2. Unless provisions of mandatory law oppose this and except insofar as a higher amount is paid out under its liability insurance, VIKTOR's total liability for loss suffered by the Customer and/or third parties and/or Users on any account whatsoever is limited to the amount of the total of the net compensation due for the term of the licence period with a maximum of one year, which VIKTOR has stipulated under the Agreement.

16.3. VIKTOR is only obliged to pay compensation for loss by persons and property damage as described in the policy conditions of its liability insurance. VIKTOR is therefore inter alia not liable for (and the Customer must take out insurance against) consequential loss, trading loss, business interruption loss, damage resulting from mutilation, destruction, theft or loss of data, damage

resulting from changes to data by non-Users, damage resulting from unauthorised access to the Software, loss of profit, lost savings, damage resulting from claims by the Customer's customers, loss of customers, reduced goodwill and reputational damage and other forms of indirect loss.

16.4. Although the utmost care has been taken with regard to the content of the Services provided by VIKTOR, the absence of errors or omissions in them, or in their transmission, cannot be guaranteed. VIKTOR accepts no liability whatsoever for such errors or incompleteness.

16.5. VIKTOR accepts no liability for any loss of any nature whatsoever related to (a) the temporary unavailability, incorrect or incomplete availability of the Software, (b) the malfunctioning or non-functioning of software, programs and/or internet connection of the Customer, User, VIKTOR or third parties, or (c) the incorrect, incomplete or not timely sending or receiving of data placed with VIKTOR by means of the Software.

16.6. Without prejudice to the provisions above, VIKTOR accepts no liability for services obtained from third parties that exceeds the liability that those third parties have to VIKTOR.

16.7. Insofar as compliance by VIKTOR is not permanently impossible, VIKTOR's liability on account of an attributable failure to perform an obligation will only arise if the Customer has immediately provided VIKTOR with a notice of default specifying the nature of the failure and has given VIKTOR a reasonable term to remedy the failure and VIKTOR continues to fail imputably to perform its obligation even after that term has expired.

16.8. The Customer indemnifies VIKTOR against any claim of a third party against VIKTOR (including licensors of the Customer and Users) with respect to Services provided or to be provided by VIKTOR, including but not limited to claims of third parties in connection with a shortcoming of the Customer and/or its Users in the fulfilment of these Terms & Conditions and/or the Agreement. The Customer will compensate VIKTOR for the reasonable costs of defending against claims of third parties.

16.9. The Customer acknowledges and accepts that the amount of the compensation due under the Agreement has been determined with due observance of the provisions of this article.

17. Various

17.1. Without VIKTOR's prior written consent under Article 3:83(2) Dutch Civil Code, rights under or in connection with the Agreement and the Terms & Conditions are non-transferable under property law (*goederenrechtelijk onoverdraagbaar*) and cannot be encumbered, and rights or obligations under the Agreement and the Terms & Conditions cannot be transferred in any way whatsoever.

17.2. If any provision in these Terms & Conditions or an Agreement is or becomes invalid or unenforceable, the Parties will remain bound by the other provisions. In that event, the Parties will replace the invalid or unenforceable provision by provisions that are valid and enforceable and that, in view of the nature and scope of these Terms & Conditions and the Agreement, have the same effect as the invalid or unenforceable provision to the greatest extent possible.

17.3. A single or partial exercise by either Party of any right or remedy under these Terms & Conditions and/or the Agreement will not preclude any other or further exercise of that right or remedy or the exercise of any other right or remedy. A waiver of right by a Party with respect to a

breach of a provision in these Terms & Conditions and/or the Agreement does not entail a waiver with respect to a subsequent breach of these Terms & Conditions and/or the Agreement.

18. Applicable law and dispute resolution

18.1. The Agreement and these Terms & Conditions are governed by Dutch law and the Agreement and these Terms & Conditions will be interpreted in accordance with Dutch law.

18.2. All disputes arising from or arising in connection with the Agreement and/or the Terms & Conditions will be submitted exclusively to the competent court in Rotterdam, The Netherlands.

19. Changes to the Terms & Conditions

19.1. VIKTOR is at all times authorised to change these Terms & Conditions. The most recent version of the Terms & Conditions can be found on the website www.viktor.ai. It is the Customer's responsibility to check this website for changes. The Customer has the right to terminate the Agreement for a period of 30 days after receipt of the notification of the changes by the effective date mentioned in the notification, failing which the Customer will be deemed to have agreed to the changes.



CONTACT

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