



TERMS & CONDITIONS – JUNIDAN / SENOLYS

These General Terms and Conditions define the conditions under which SENOLYS allows the Client to use JUNIDAN: hereinafter referred to as "the Solution". The General Terms and Conditions constitute binding contractual provisions that bind the Client to SENOLYS. By using the Solution, the User acknowledges and agrees to be bound by these Terms and Conditions. SENOLYS recommends that each User print a copy of the General Terms and Conditions and keep it.

1. Company Identification

JUNIDAN 12 is published by the French company SENOLYS (909 677 536 R.C.S. Lyon). JUNIDAN 12 is a registered trademark of SENOLYS. SENOLYS (the "Company") is a simplified joint-stock company (SAS), registered with the Lyon Trade and Companies Register under number 909 677 536, whose registered office is located at 6 ALLEE DU LEVANT 69890 LA TOUR-DE-SALVAGNY.

The company can be contacted at the following email address: junidan@senolys.com

2. Services offered

JUNIDAN offers a digital platform (hereinafter "The Platform") available in SaaS (Software as a Service).

Through the Platform, the Company offers its clients ("Clients") project analysis services, including the evaluation, scoping and arbitration of projects (the "Projects") and the management of project portfolios.

3. Contract documents

The contractual relationship between the Client and the Company is governed, in descending hierarchical order, via the following documents:

The quotation (the "Quotation"): This is established according to the Client's needs. The Client must accept it in writing (including by email) within 1 month from the date of issue. This acceptance constitutes acceptance of the General Terms and Conditions in their version in force on the date of the Quote. In the event of a contradiction, the Quotation shall prevail over the General Terms and Conditions and the order form(s). In the event of a contradiction, the most recent quotation takes precedence over the previous one(s).

These terms and conditions (the "Terms and Conditions"): They define the terms of use of the Services and the respective obligations of the parties. They can be accessed via a direct link at the bottom of the Platform's page.

The Quotation may be followed by the issuance of purchase order(s) which must be validated by the Company.

4. Conditions of access to the Services

- (i) The Client is either a legal entity acting through a natural person with the necessary power or authorisation to contract in the name of and on behalf of the Client.
- (ii) The Client is a professional, i.e. any natural or legal person acting for purposes falling within the scope of his commercial, industrial, artisanal, professional or agricultural activity, including when acting in the name or on behalf of another professional

The Client must fill in the forms (e.g. login/register) provided for this purpose on the Platform. The Client must provide the Company with all information marked as mandatory.



The registration process leads to the opening of an account in the name of the Client (the "Account") by the Company, which creates the first access as a user (the "User") to access the Services using their email address and password.

5. Service Description

5.1 Definitions

A **PROJECT**, in the JUNIDAN platform, represents a business, entrepreneurial or innovation idea or project for which JUNIDAN offers a set of functionalities: basic functionalities such as maturity assessments and document management and more advanced functionalities such as personalized content or recommendations thanks to artificial intelligence.

A **PORTFOLIO** is a digital space in JUNIDAN that can be used to host several PROJECTS. Each PORTFOLIO gives the right to the publication of a web page to allow project leaders to submit their PROJECT(S) within the said PORTFOLIO.

An **ORGANIZATION** in the JUNIDAN application represents an administration space allowing you to create and manage one or more PROJECT PORTFOLIOS. Some PORTFOLIO(S) can collect PROJECTS to be evaluated in an unlimited way while other PORTFOLIO(S) can host PROJECTS to be accompanied with advanced features: requires TOKENS.

A **TOKEN** in the JUNIDAN app is a unique digital token consumed for each PROJECT that accesses JUNIDAN's advanced features in a dedicated PORTFOLIO.

5.2 Les Services

In particular, the Client has access to the following services:

- Project analysis services, allowing the ORGANIZATION to group PROJECTS into PORTFOLIOS, evaluate them, structure them and arbitrate them. The Platform thus offers tools to manage and support PROJECTS with dashboards, content and tasks to be accomplished allowing Users to view and manage their current PROJECTS in a PORTFOLIO vision, or to consult and update the details of each project (maturity, missions, etc.). evaluation), based on the access rights granted.
- Other content aimed at sharing the company's thoughts on innovation management.

Services can be accessed:

- By accessing the Platform directly,
- By using the public page of any PORTFOLIO created through the Platform.

The Company reserves the right to offer any other Services, including features in addition to the Services described above (the "Features"). Any request to modify the subscribed Services must be the subject of an additional quote.

The Client acknowledges:

- have examined the characteristics and constraints, in particular the technical constraints, of the Services,



- that the implementation of the Services requires an Internet connection and that the quality of the Services depends on this connection, for which the Company is not responsible.

The Services to which the Client has subscribed are described in the quotation.

5.3 Additional Services

• Maintenance

The Client benefits from maintenance, in particular corrective and evolutionary maintenance, during the term of the Services. In this context, access to the Platform may be limited or suspended.

With respect to corrective maintenance, the Company strives to provide the Client with corrective maintenance to correct any malfunctions or bugs identified on the Platform.

With regard to evolutionary maintenance, the Client benefits from evolutionary maintenance during the term of the Services, which the Company may perform automatically and without prior notice, and which includes improvements to the functionalities of the Platform and/or the technical installations used in the Platform (aimed at introducing minor or major extensions).

Access to the Platform may also be limited or suspended for reasons of planned maintenance, which may include corrective or evolutionary maintenance services.

• Accommodation

The Company ensures, within the framework of an obligation of means, the hosting of the Platform, as well as the data produced and/or entered by/on the Platform, on its servers or through a professional hosting provider, and on servers located on the territory of the European Union.

• Technical assistance

In the event of any difficulty encountered when using the Services, the Client may contact the Company from a feedback link provided on the Platform.

6. Terms of Subscription to the Services

6.1 General case

The Client subscribes to the Services and therefore to the Project Analysis Functionalities by purchasing a User License ("License"), which is materialized by a unique identifier associated with the Client's Account.

Once a User License is attached to an Account, the Client may create an ORGANIZATION on the Platform and, within that ORGANIZATION, create PORTFOLIO(S) to allow all Users to submit and manage PROJECT(S).

By default, PORTFOLIOS offer basic functionalities for collecting and supervising projects (e.g. evaluation, document management). Unless otherwise specified in the quote, these PORTFOLIOS can accommodate an unlimited number of projects.

6.2 The case of projects with advanced features



Other PORTFOLIOS can host projects and offer them advanced features (e.g. insights, missions, artificial intelligence). **These PORTFOLIOS require TOKENS to operate.**

Each License allows the Client to order, in addition, a certain number of TOKENS (a "Pack") as specified in the quotation to use more advanced features of JUNIDAN.

One or more PORTFOLIOS may be created by the ORGANIZATION to offer these functionalities to the PROJECTS submitted in this PORTFOLIO(s).

A TOKEN is considered consumed when a PROJECT has been successfully submitted in one of the PORTFOLIO(S) specified by the Client on the Platform AND a User has activated at least one Platform Feature related to that PROJECT.

TOKENS are accounted for at the ORGANIZATION level and may be cumulated between one or more Licenses purchased at different times for the same ORGANIZATION.

Unless otherwise specified in the quote, an ORGANIZATION may publish a PORTFOLIO dedicated to JUNIDAN's advanced features if the number of cumulative TOKENS from all Licenses subscribed to by all Users of the ORGANIZATION remains strictly less than the number of PROJECTS (submitted in the ORGANIZATION's PORTFOLIOS) that have already consumed a TOKEN.

Otherwise, PORTFOLIOS specific to the advanced features of the ORGANIZATION will not be able to receive new PROJECTS, but existing PROJECTS can still be managed on the Platform.

The Client may request to increase the number of TOKEN(s) associated with its License. The Client will then have to subscribe to a new Pack of TOKEN(s) which will be combined with the TOKEN(s) previously subscribed.

A new License number may be provided when new Token Packs or Feature Packs are purchased.

Unless otherwise specified in the quotation, the first Pack of TOKENS subscribed by the Client begins on the day of its subscription for an initial period of one year. For subsequent Packs (i.e. beyond the first Pack), they start on the day of their subscription for the same duration.

6.3 Unlimited guest users

Any ORGANIZATION or PROJECTS related to this ORGANIZATION may invite an unlimited number of Users.

New users who contribute to an ORGANIZATION's existing PROJECTS do not result in the additional consumption of TOKENS.

The Client is solely responsible for the creation of its Users' accounts, the configuration of their access rights and their personal use of the Platform.

Any User may request the subscription to an additional License which will benefit his ORGANIZATION in the number of additional TOKENS.

7. Financial conditions



7.1 Price of Services

The prices of the Services to which the Client has subscribed are indicated in the quotation.

Any period started is due in full.

The Company is free to offer promotional offers or price reductions.

Prices may be revised at any time under the conditions of the article "Modification of the General Terms and Conditions".

7.2 Invoicing & Payment Terms

The Company shall send the Client an invoice at the beginning of the period by any appropriate means.

Payment is made on the date of subscription of each Pack by bank transfer to the details indicated on the Company's invoices or, once the functionality is available, by direct debit.

Subsequent payments are made automatically if a subscription renewal is included in the quote.

The Client guarantees to the Company that he/she has the necessary authorizations to use this payment method.

For Packages and Features purchased beyond the first Pack, the quote indicates the price due for a period of 12 months. However, with regard to the initial period, the Client will only be liable to the Company for the price calculated on a pro-rata basis (calculated on the number of days of use of the Platform).

7.3 Late or non-payment

In the event of non-payment or late payment, the Company reserves the right, as of the day following the due date shown on the invoice, to:

- immediately suspend the current Services until payment of all sums due,
- charge default interest equal to 3 times the legal interest rate, based on the amount of the sums outstanding on the due date and a lump sum compensation of EUR 40 for recovery costs, without prejudice to additional damages if the recovery costs actually incurred exceed this amount.

8. Property

8.1 Intellectual Property on the Platform

The Platform belongs to the Company, as well as the software, infrastructure, databases and content of any kind (texts, images, visuals, music, logos, trademarks, etc.) that it operates. They are protected by all applicable intellectual property rights or database producer rights. The User Licenses granted by the Company to the Client do not imply any transfer of ownership.

The Client, as well as the Users, have a non-exclusive and non-transferable license to use the Platform in SaaS mode for the duration provided for in the article "Terms of subscription to the Services".

8.2 Ownership of the data transmitted by the Client

The User remains the sole owner of the data produced and/or entered on the Platform as part of the Services.



However, the Client is informed that all data present on the Platform may be used by the Company for the purpose of improving the Services, provided that it is anonymized. The Company undertakes to anonymize the data used on the Platform and to keep its anonymization algorithms up to date.

The Company's use of data is governed by the Company's Privacy Policy, which can be accessed via a download link at the bottom of the Platform.

8.3 Commercial References

Unless expressly authorized in advance by any written means, Users may not use their respective names, trademarks and logos, as well as references to their websites, as commercial references.

9. Obligations and Liability of the Client

9.1.1 Regarding the provision of information

The Client undertakes to provide the Company with all the information necessary for the subscription and use of the Services.

9.1.2 Regarding the Client's Account

The Client:

- guarantees that the information provided in the form is accurate and undertakes to update it,
- acknowledges that this information constitutes proof of his/her identity and undertakes to validate it,
- is responsible for the confidentiality and security of his/her username and password. Any access to the Platform using this information is deemed to be made by him.

The Client must immediately contact the Company at the address mentioned in the article "Identification of the Company" if he becomes aware that his Account has been used without his consent. He acknowledges that the Company has the right to take all appropriate measures in such a case.

9.1.3 Regarding the use of the Services

Customer is responsible for its use of the Services and any information it shares in connection therewith. It is also responsible for the use of the Services and all information shared by Users. He/she undertakes to ensure that the Services are used exclusively by him/her and/or the Users, who are subject to the same obligations as him/her in their use of the Services.

The Client shall refrain from misusing the Services for purposes other than those for which they were designed, and in particular to:

- carry out illegal or fraudulent activities,
- undermine public order and morality,
- infringe third parties or their rights in any way,
- violate any contractual, legislative or regulatory provision,
- carry out any activity that may interfere with the computer system of a third party, in particular with the aim of violating its integrity or security,
- carry out manoeuvres aimed at promoting its own services and/or websites or those of a third party,
- Assist or incite any third party to commit one or more of the acts or activities listed above.



The Client shall also refrain from:

- copy, modify or misappropriate any material belonging to the Company or any concept it uses in connection with the Services,
- engage in any behaviour likely to interfere with or hijack the Company's computer systems or to undermine their IT security measures,
- harm the Company's financial, commercial or moral rights and interests,
- market, transfer or provide access in any way whatsoever to the Services, the information hosted on the Platform or any element belonging to the Company.

The Client is responsible for the content of any kind that it disseminates on the Platform as part of the Services (the "Content"). He/she accepts that certain Content may be viewed by other Users depending on the settings.

The Client shall refrain from disseminating any Content (this list is not exhaustive):

- undermining public order and morality (pornographic, obscene, indecent, shocking or inappropriate content for a family audience, defamatory, insulting, violent, racist, xenophobic or revisionist),
- infringes the rights of third parties (infringing content, violation of personality rights, etc.) and more generally violates a contractual, legislative or regulatory provision,
- harmful to third parties in any way,
- false, misleading or offering or promoting illegal, fraudulent or deceptive activities,
- Harmful to third-party IT systems.

The Client is responsible for its Users. He undertakes to ensure that they act with discernment and respect the usual rules of politeness and courtesy in their exchanges.

The Client acknowledges that if he/she or the Users formulate:

- more than 5 calls per second,
 - more than 60 calls per minute,
 - more than 1000 calls per day,
- access to the Platform will be suspended for the period specified on the Platform.

The Client indemnifies the Company against any claim and/or action that may be brought against it as a result of the breach of any of the Client's obligations. The Client shall indemnify the Company for the damages suffered and shall reimburse it for all sums that it may have to bear as a result of this breach.

9.1.4 Regarding the sale of services on the Platform

The Client's use of the Platform to provide or sell services is entirely the Client's responsibility and the Client will be responsible for all sales activities with its customers that may involve the use of the Platform.

By using our Platform, the Client accepts this limitation of liability of the Company and acknowledges that without such limitation, the Company would not allow the Client to access or use the Platform.

10. Obligations and Liability of the Company

The Company undertakes to provide the Services diligently, specifying that it is subject to an obligation of means and complies with the regulations in force.

10.1 Regarding the quality of the Services



The Company makes every effort to provide the Client with quality Services. To this end, it regularly carries out checks to verify the functioning and accessibility of its Services and may thus carry out maintenance operations under the conditions specified in the "Maintenance" article.

However, the Company is not responsible for any temporary difficulties or impossibilities in accessing its Services resulting from:

- circumstances external to its network (in particular a partial or total failure of the Client's servers),
- the failure of equipment, wiring, services or networks not included in its Services or not under its responsibility,
- interruption of the Services due to telecommunications operators or Internet service providers,
- the intervention of the Client, in particular through a misconfiguration applied to the Services,
- Force majeure.

The Company is responsible for the operation of its servers, the boundaries of which are made up of connection points.

In addition, it does not warrant that the Services:

- subjected to constant research to improve their performance and progress, will be completely free of errors, defects or defects,
- being standard products and not meeting the Client's personal constraints, will specifically meet their needs and expectations.

10.2 Regarding the guarantee of the service level of the Platform

The Company makes every effort to maintain access to the Platform 24 hours a day and guarantee a monthly availability of the Services of 99%, except in the event of maintenance under the conditions defined in the "Maintenance" article, force majeure or suspension of access to the Platform under the conditions defined in the article "Concerning the use of the Services".

10.3 Regarding the backup of data on the Platform

The Company makes every effort to safeguard all data produced and/or entered by/on the Platform.

Except in the case of proven faults on the part of the Company, the Company is not responsible for any loss of data during maintenance operations.

10.4 Regarding data storage and security

The Company shall provide sufficient storage capacity for the operation of the Services.

The Company makes every effort to ensure the security of data by implementing measures to protect the infrastructure and the Platform, to detect and prevent malicious acts, and to recover data.

10.5 Regarding the publication of Content

The Company acts as a hosting provider for the Content that the Client publishes online. Therefore, it is not responsible for such Content.

If the Company receives a notification regarding illegal Content, it will act promptly to remove it or make it impossible to access, and it may take the measures described in the "Penalties for Infringement" section.

10.6 About the tool

The Company does not guarantee (i) the completeness of the SaaS solutions referenced in the Tool, nor (ii) that the Tool will allow the Client to find the SaaS solution that meets its expectations.



The Company makes every effort to regularly update the information regarding the referenced SaaS solutions but does not guarantee that it is always up to date.

In addition, the Company cannot be held liable in the context of the relationship between the Client and a third-party SaaS solution referenced in the Tool, nor can it be a party to any disputes.

10.7 Regarding advertising on the Platform

The Company may publish and/or send the Client all advertising or promotional messages, in particular by redirecting the Client to third-party platforms.

However, the Company is not responsible for:

- the technical availability and content, products and/or services of these platforms,
- relationships established by the Client via these platforms.

10.8 Regarding the use of subcontracting and assignment

The Company may use subcontractors in the performance of the Services, who are subject to the same obligations as the Company in their intervention. However, it remains solely responsible for the correct performance of the Services towards the Client.

The Company may substitute any person who will be subrogated in all its rights and obligations under its contractual relationship with the Client. It will inform the Client of this substitution by any written means.

11. Limitation of Company Liability

11.1 Regarding the use of the Services

The Company's liability is limited only to proven direct damages that the Client suffers as a result of the use of the Services.

With the exception of bodily injury, death and gross negligence, and subject to having submitted a claim by registered letter with acknowledgment of receipt, within one month of the occurrence of the damage, the Company may not be held liable for an amount greater than 5 times the amount it received during the 12 months preceding the event giving rise to the liability or the duration of the damage. the provision of its Services if such period is shorter.

11.2 Regarding the Client's business activities

Under no circumstances shall the Company be liable for any issues arising from the Client's use of the Platform to sell services that involve the Platform, including but not limited to contractual disputes between the Client and its customers, service delivery issues, payment disputes, or any other matter related to the Client's business activities.

In no event shall the Company be liable for any loss or damage, including, without limitation, indirect or consequential loss or damage, or any direct or indirect loss or damage arising out of or in connection with the sale of the Client's services related to the Platform.

12. Accepted Forms of Evidence



Proof can be established by any means.

The Client is informed that the messages exchanged on the Platform, as well as the data collected on the Platform and the Company's computer equipment, constitute the main means of proof accepted, in particular to demonstrate the reality of the Services performed and the calculation of their price.

13. Confidentiality

Unless otherwise agreed in writing by the other party, the parties undertake to keep confidential, for the duration of their contractual relationship and for 10 years thereafter, all information relating to the other party that they may have become aware of during the conclusion and execution of their contractual relationship.

This obligation does not extend to information:

- of which the receiving party was already aware,
- which was already public at the time of its communication or would become so without breach of this clause,
- which has been lawfully received from a third party,
- the disclosure of which would be required by the judicial authorities, pursuant to laws and regulations, or to establish the rights of a party within the framework of the contractual relationship between the parties.

Confidential information may be passed on to the respective employees, collaborators, interns, agents and co-contractors of the parties, provided that they are subject to the same obligation of confidentiality.

14. Force majeure

The parties cannot be held liable for failures or delays in the performance of their contractual obligations due to a force majeure event occurring during the term of their relationship. Force majeure includes:

- any case that meets the conditions of Article 1218 of the Civil Code and is recognized by case law,
- strikes, terrorist activities, riots, insurrections, wars, government actions, epidemics, natural disasters, or misconduct by a third-party telecommunications provider.

If one of the parties is prevented from performing its obligations due to a case of force majeure, it must inform the other party by registered letter with acknowledgment of receipt. The obligations are suspended from the receipt of the letter and must resume within a reasonable period of time after the cessation of the force majeure event.

However, the prevented party remains obliged to perform the obligations that are not affected by a force majeure event and any payment obligation.

15. Termination of User Licenses and Features, Termination of Services

To terminate one or more User License(s) and/or Feature(s) subscribed, the Client must terminate them no later than 1 month before the end of the current period, by sending a request to the Company. User Licenses and Features not disclosed may, unless otherwise stated in the Quote, be tacitly renewed for a new period.

If the Client wishes to terminate the Services (which amounts to terminating all User Licenses and Features), the Client must terminate them no later than 1 month before the end of the current period, by sending a request to the Company.



The Company may also denounce them no later than 1 month before the end of the current period, by sending an email to the Client.

The Client no longer has access to his account from the end of the Services.

Any period started is due in full.

16. Penalties for violations

The payment of the price of the Services as well as the obligations defined in the article "Obligations and liability of the Client" are essential obligations.

In the event of a breach of these obligations, the Company may:

- suspend or terminate the Client's access to the Services,
 - remove any Content related to the infringement,
 - publish any informative message that the Company deems useful on the Platform,
 - send the Client a registered letter with acknowledgment of receipt to:
 - terminate the contractual relationship between it and the Company, with the termination taking effect on the day of receipt or first presentation of such letter,
 - or request the Client to remedy the breach within a maximum period of 15 calendar days. Termination will take effect at the end of this period if the breach is not corrected.
- Termination will result in the deletion of the Client's account,
- inform any competent authority, cooperate with it and provide it with all information relevant to the investigation and prosecution of any illegal or unlawful activity,
 - Take any legal action.

These penalties are without prejudice to any damages that the Company may claim from the Client.

17. How to modify the General Terms and Conditions

The Company may amend its Terms and Conditions at any time and will notify the Client by any written means (including email) at least 45 calendar days prior to their entry into force.

The amended Terms and Conditions apply upon renewal of User Licenses and Customer Features.

If Customer does not agree to these changes, Customer must terminate the Services as provided in the "Termination of User Licenses and Features, End of Services" section.

If the Client uses the Services after the amended Terms and Conditions have come into force, the Company shall consider that the Client has accepted them.

18. Applicable law and competent courts

The General Terms and Conditions are governed by French law.

In the event of a dispute between the Client and the Company, and in the absence of an amicable agreement within 2 months of the first notification, the dispute will be subject to the exclusive jurisdiction of the courts of Paris (France), unless otherwise provided by law.



SENOLYS is the publisher of the JUNIDAN SaaS application. The Terms and Conditions of this SaaS specify the services and features that customers can access, such as project incubation, content sharing, and access to tools and dashboards for project management. Subscribing to the services is done through the purchase of a user license that allows access to a specific platform and features.

The Company also maintains, hosts and provides technical assistance to the platform, and guarantees the confidentiality of the information exchanged. The rates for the services are indicated in a quote, and billing and payment terms are established. The Terms and Conditions also specify the obligations and responsibilities of the Client and the Company, as well as the terms and conditions for termination of licenses and services.

In the event of non-payment or breach of contractual obligations, the Company reserves the right to take measures such as suspension of services, removal of access to the platform and taking legal action if necessary. The Terms and Conditions also stipulate that the intellectual property of the platform and the data produced by the customers remains the property of the Company.

In the event of a dispute, the courts of Paris have jurisdiction and French law is applicable.