

# Serenytics

## Terms of Sales (TOS)

Last update : 22/11/2022

### Article 1. Définitions

- **Serenytics** : the company Serenytics, having its headquarter at: 161 Bd Voltaire, 75011 Paris, FRANCE registered at RCS PARIS (SIREN : 804 694 990).
- **The CLIENT** : The CLIENT refers to any legal entity that has subscribed to the Serenytics Service and whose commercial relationship with Serenytics in respect of Serenytics Services is governed by these Terms of Sale.
- **User**: any regular or occasional User of the Serenytics Service. A user is identified in the Application by its email.
- **The Serenytics platform**: set of software and servers managed by Serenytics to enable the client to use the Serenytics Service. The Serenytics platform goal is to allow the user to manipulate data and to create web-apps (e.g. dashboards). Some parts of the platform are available directly to the user through the Serenytics application. Other parts are not accessible by the user but are required to allow some features of the Serenytics service (e.g. such as executing scheduled jobs).
- **Studio Application**: application available to the user in a web browser, that allows him to connect datasources, to create jobs and to create web-apps and dashboards, at the address <https://app.serenytics.com/studio>.
- **Viewer Application**: application available to the user in a web browser, that allows him to use web-apps and dashboards created in the Studio Application, but does not have the features to create datasources, nor web-apps, nor jobs; available at the address <https://app.serenytics.com/viewer>.
- **Serenytics Application**: one or both of studio and viewer application.
- **Serenytics Service**: The Service provided by SERENYTICS is to make the Serenytics application accessible to the CLIENT, remotely, via the Internet, in a web browser.
- **Data-source** : configuring access to a data table (for example, a REST API, a SQL table, a CSV file, a Google Analytics configuration, etc.).
- **Internal Datawarehouse**: Internal data storage system included within the Serenytics Platform. A table in this datawarehouse is a data source.
- **Web-App** : web application that a user can build with the SERENYTICS studio application. For example, a Dashboard is a web application built with the SERENYTICS studio application which allows data to be viewed dynamically.
- **Rapport PDF** : PDF file that displays the same content as a dashboard (but the pdf file is static, so you can't filter the data, for example).
- **Jobs**: execution of an automated task (sending automatic reports by email, loading data, sending an alert, etc.). Each job can be programmed to run on a regular basis (e.g. every night, every hour, etc.).
- **Viewer User**: user who only has access to the Viewer application.
- **Business Analyst User**: user who has access to the Studio application, who can create dashboards and reports and consult them, but cannot connect data. This user also has access to the Viewer application..
- **Studio User**: a user with unlimited access to the Studio application (excluding the Admin section). This user also has access to the Viewer application.
- **Admin User**: user who has unlimited access to the Studio application. For example, only an Admin user can create other users. This login also has access to the Viewer application.
- **An organization** : groups together all the data, web-apps, automations and users of one or more users on the Serenytics application. The term Account is also used when referring to a user's organisation. If one of the users has subscribed to a paying offer of the Serenytics Service for his organisation, the organisation is then attached to a CLIENT, as are all its users.

#### **Article 2. Price**

The prices of our products are indicated in euros or dollars before tax, depending on the currency shown on the price page. All orders, regardless of their origin, are payable in euros or dollars depending on the currency available at the time the order is validated. Subscription to Serenytics Services will be invoiced on the basis of the tariff in force at the time the order is validated.

The current price list is available on the <https://www.serenytics.com/pricing/> page.

Serenytics reserves the right to modify its prices at any time and will inform Clients of any price change in writing with a minimum of 15 days notice. In the event of refusal of the price change, the Client may terminate their subscription to the Serenytics Service. In the absence of a waiver by the Client within the given time limit, the Client will be considered to have fully accepted the price change made by Serenytics. Any price change will then be effective from the next billing cycle.

#### **Article 3. Commitment period and termination**

The service commitment period is one month or twelve months. The default period is one month unless the CLIENT switches to annual billing, in which case the commitment period is twelve months.

The commitment may be terminated at any time by the CLIENT by email to [contact@serenytics.com](mailto:contact@serenytics.com). The cancellation will take effect at the end of the commitment period during which the cancellation is received. If the functionality is available, the CLIENT may also cancel their subscription to the Service via the Studio application.

#### **Article 4. Renewal**

The commitment is renewed by tacit agreement for successive periods of one (1) or twelve (12) months, depending on the billing period chosen by the CLIENT.

#### **Article 5. Billing**

If the billing is monthly (one-month periods starting on the anniversary date of the start of the service), the service is billed at the beginning of each period for the coming month. For example, the service for the period from 15 June to 14 July is invoiced on 15 June.) If an extension is started during a month, an invoice corresponding to this option will be issued on the day the extension is activated for the period up to the end of the current month.

If the billing is annual (one-year periods starting on the anniversary date of the service start-up), the service is billed at the beginning of each subsequent 12-month period. For example, the service for the period from 12/03/2018 to 11/03/2019 is invoiced on 12/03/2018. If an extension is started during the year, it will be invoiced immediately for the amount corresponding to the time remaining until the next anniversary date.

Invoices must be paid within 30 days of receipt. In the event of late payment, a flat-rate recovery fee of €40 will be applied, together with penalty interest of 5.5%.

#### **Article 6. Default of payment**

In case of non-receipt of payment by SERENYTICS within 60 days following the sending of the invoice, SERENYTICS may suspend the Service. In case of non-receipt of payment by SERENYTICS within 90 days following the sending of the invoice, SERENYTICS may completely delete the Client's account as well as all its loaded data, without possibility for the Client to recover them in any way.

#### **Article 7. Intellectual property**

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, illustrations and computer code (collectively the "Intellectual Content"), including but not limited to the design, structure, selection, coordination, expression, the look and feel, presentation and arrangement of such Intellectual Content, contained on the Serenytics Service is owned, controlled or licensed by or to Serenytics, and is protected by all applicable intellectual property and unfair competition laws.

Except as expressly provided in these TOS, no portion of the Serenytics Service, nor any Intellectual Content, may be copied, reproduced, modified, republished, uploaded, posted, publicly displayed, encoded, translated,

transmitted or distributed in any way (including "mirroring") on any other computer, server, website or medium for publication or distribution, or for any commercial enterprise whatsoever, without the prior written consent of Serenytics.

#### ***Article 8. Liability and warranty***

Serenytics will do everything in its power to ensure the proper functioning of the Serenytics Service and to provide the Service 24 hours a day, 7 days a week.

Nevertheless, Serenytics only has an obligation of means concerning access to and use of the Serenytics Service. Serenytics cannot guarantee that the functions offered by the Service will always be available or without typographical, technical or other errors, that defects will be corrected or that the Serenytics Services or servers hosting it are free of viruses or bugs.

For reasons of maintenance, testing, repair or any other nature related to the improvement and operation of the Serenytics Service, the latter may be temporarily interrupted by Serenytics, without its liability being incurred.

Furthermore, Serenytics cannot be held responsible for elements created by the User with the Studio application (web-apps, jobs, datasources, etc.). The User accepts and acknowledges that he/she alone is responsible for the textual information, images, videos, data, files and programs contained in his/her Serenytics account.

The User may not hold Serenytics responsible for any loss, claim, dispute, damage or expense, including legal and defense costs, claimed by a third party or by another User as a result of his/her Serenytics account and his/her use of the Service.

Serenytics is bound by an obligation of means in the context of these TOS and may not under any circumstances be held responsible for any loss, prejudice or indirect damage of any nature whatsoever resulting from the management, use, operation, interruption or malfunction of the Serenytics Service.

The User agrees to transfer his/her data and files under his/her sole responsibility and with full knowledge of the facts. It is the User's responsibility to carry out any back-up measures that he/she deems necessary.

In any event, any liability which may be incurred by the User against Serenytics within the framework of these Terms of Sale is expressly and solely limited to the direct damage actually suffered by the User and may not exceed, all faults and damage taken together, the total amount paid by the User concerned during the year preceding this damage. Any proceedings brought against Serenytics must be brought within one (6) month of the occurrence of the damage concerned.

#### ***Article 9. Acceptance of the Terms of Use for its users***

The CLIENT undertakes to ensure that its Users accept and comply with the Terms of Use (TOU) of Serenytics services, available on the Serenytics website.

#### ***Article 11. Serenytics' right to communicate***

By accepting these Terms of Sale, the user authorizes Serenytics to use the name and logo of the user's company in its marketing communications and on its website to refer to them as a user of the Serenytics service.

#### ***Article 12. Penalties***

In the event of a breach of one or more of the provisions of these Terms of Sales by the Client, Serenytics reserves the right to terminate or restrict, without any prior warning and at its sole discretion, the use and access of the Client and all its users to the Serenytics Service.

#### ***Article 13. Changes***

Serenytics reserves the right, at its sole discretion and at any time, to modify these TOS.

Each modification will take effect as of its posting on the Serenytics Site. Serenytics undertakes to inform CLIENTS in advance by e-mail or by posting on the Serenytics Site.

If one (or more) of the Client's users continues to use the Serenytics service after communication of the modifications made, this means that the CLIENT accepts said modifications.

**Article 14. Droit applicable - règlement des litiges**

Notwithstanding the country from which the Client uses Serenytics Services, these TOS are governed exclusively by French law.

In the event of any difficulty relating to the validity, performance or interpretation of the Contract, the Commercial Court of Paris shall have sole jurisdiction to hear the dispute, even in the event of summary proceedings, multiple defendants or the introduction of third parties.

The French version of these Terms of Sales (named "Conditions Générales de Vente") shall take precedence over any other version of the Terms of Sales.