

These General Conditions for Hosted Services (hereinafter "GCHS") apply to all hosted services provided to the **Customer** by **Linagora** SAS, with the capital of 1 552 980 euros and registered office at Tour Franklin, 100 Terrasse Boieldieu, 92042 Paris La Défense Cedex, registered with the Registry of Trade and Companies of Nanterre (France) under number B 431 473 669, and/or any subsidiary of this company, hereinafter referred to as "**Linagora**", as described in the Particular Conditions, the Contract, the commercial proposal, the purchase order, the pro-forma invoice and/or any other document to which they are attached (hereinafter the "**Particular Conditions**").

These **GCHS**, as supplemented by the signed **Particular Conditions** to which they are attached, constitute the entire **Contract** between **Linagora** and/or its subsidiary to the **Customer** (hereinafter collectively referred to as "**the parties**") for the duration of the provided hosted services, and express their entire agreement. The terms of the **Particular Conditions** take precedence over those of the **GCHS**.

Article 1. Application Conditions

1.1 The **Customer** acknowledges having read and accepted these **GCHS**.

1.2 The fact that **Linagora** does not enforce, at a given moment, any clause of these **GCHS**, can not be interpreted as a waiver of the right to enforce said clause at a later date.

1.3 Under no circumstances may any General Conditions or Particular Conditions of Sale, Purchase or other which may arise from the **Customer** be enforceable against **Linagora**, any provisions contrary to this unenforceability being acknowledged by the **Customer** as null and void. The present **GCHS** cancel any proposal, agreement or written or verbal commitment on the same object and which would be prior to its date of signature, except the possible purchase orders.

1.4 **Linagora** services are technical intermediary services for hosted applications and content, which may also include related services (hereinafter "**Services**").

1.5 The expression "**Expert**" hereinafter refers to the collaborators (associates, employees and/or subcontractors) of **Linagora** who are responsible for the implementation of the **Services** to be carried out for the **Customer**.

1.6 The present **GCHS** may be updated by **Linagora**, each new version of said **GCHS** being communicated for information to the **Customer** one (1) month before it becomes enforceable.

Article 2. Requirements for the service

2.1 The hosted services provided to the **Customer** by **Linagora** may, according to the terms of the **Particular Conditions**, also include additional services such as, in particular, audits and studies (infrastructure, opportunities, impacts), module development or update, training or tutorials, assistance to document formalization, design, creation and maintenance of a platform, portal or Web site for the **Customer**, recovery, migration, conservation and/or exploitation of data and/or computer applications, computer hardware constituting the **Customer** system, management of backups and storage pursuant to the **Particular Conditions**, the updating of software and/or hardware for the hosted computer system.

2.2 Given the nature of the **Services**, **Customer** understands and agrees that **Linagora** is only required to perform the services described in the **Particular Conditions** under the constraints and assumptions provided in these **Particular Conditions**, and subject to prior provision to **Linagora** by the **Customer** of all required software and/or materials necessary for the performance of **Services**. Any delay in the provision of **Services** that would be attributable to the **Customer** – in particular, failure to provide technical, human or other information necessary for the implementation of the project – will be charged to the **Customer**.

2.3 In order to perform the **Services**, **Linagora** may require access to **Customer** servers and software. **Linagora** is not responsible for the supply or availability of standard or specific equipment. These will be made available to the **Expert** by the **Customer** or instructed third parties under the expected conditions of hardware and software configuration, date, location, availability, compliance and proper function.

Article 3. Service performance conditions

3.1 **Linagora** provides the **Services** to the **Customer** in accordance with the scope and terms of the **Particular Conditions**, professional quality and state of the art standards, within the context of a best-effort obligation.

3.2 **Linagora** undertakes, throughout the duration of the contract, to ensure the availability of the services offered to the **Customer**, within the following limitations:

- subject to the SLA and/or **Particular Conditions**, continuous access to the hosted service up to 99.95% over one year (target availability), except scheduled unavailability or maintenance, external event, fortuitous event, **Customer** or bank default, software failure of a **Customer** tool;

- compensation through a credit note for any **Service** unavailability, notified by the **Customer** beyond this commitment, which is linked to a failure of the technical infrastructure (limited to software, machines and **Linagora** network only). This compensation is the only type of compensation the **Customer** may claim for such an unavailability;

- best effort to ensure stability of the **Services** quality, in accordance with the respective technical characteristics and limitations of each **Service** which is part of **Linagora** hosted services offer;

- prompt intervention for the restoration of the **Services** in the event of a hardware failure or a network incident due to **Linagora**, if possible within four (4) working hours after the identification of the incident causes by **Linagora**.

3.3 The **Services** are performed by **Linagora** on the basis of the documents validated by the **Customer**, translating into functional and technical terms the needs and hypotheses expressed by the latter.

3.4 **Linagora** provides the **Services** according to the schedule agreed between the parties, as from the date of signature of the contract or the receipt of any writing from the **Customer** which expresses his willingness to accept the **Particular Conditions**.

3.5 In no event shall **Linagora** be liable to perform **Services** beyond the agreed scope or the duration fixed for them.

3.6 At the end of the initial term of the **Contract**, the **Contract** shall be tacitly renewed for further terms of one (1) year, unless otherwise provided in the **Particular Conditions**.

Article 4. Go live and admission

4.1 The **Customer** commits to perform admission checks for the **Services** and/or deliverables provided by **Linagora** within eight (8) days. In the absence of any reservations notified to **Linagora** within this period, admission of these **Services** and/or deliverables will be deemed to be automatically acquired. **Linagora** undertakes to correct any notified non-compliance within this period, and to deliver again the **Services** and/or deliverables for admission under the same conditions.

4.2 Any go live, switch to production or effective use by the **Customer** of the **Services** and/or deliverables for business purposes is tantamount to a tacit admission, and is entirely under the responsibility of the **Customer**.

4.3 All installations and switches to production carried out will be subject to admission checks, the aim of which is to check the conformity of the **Services** provided by **Linagora** and to verify the correct operation of the system in accordance with the terms set out in the **Contract**.

Article 5. Pricing and financial conditions

5.1 The pricing and payment schedule appearing in the **Particular Conditions** have been drawn up on the basis of the needs and assumptions indicated by the **Customer** and the scope of the **Services** and the performance conditions described in the **Particular Conditions**. In the absence of a schedule in the **Particular Conditions**, **Services** of a duration equal to or greater than one (1) year are payable by annuity, in advance, and services of a shorter duration are payable at the beginning of each month, in advance. If nothing different is indicated in the **Particular Conditions**, pricing quotations are indexed to the Syntec Index and reevaluated at each **Contract** anniversary date.

5.2 Any modification, which is not stemming from **Linagora**, of any of these needs, assumptions, conditions, scope, duration or other details specified in the **Particular Conditions** will result in a price adjustment. Thus, any additional **Services** or **Services** in excess to the quantities ordered will result in a price supplement that will be billed to the **Customer**, which the **Customer** expressly accepts.

5.3 The **Services** are payable in euros thirty (30) days after the invoice date. Payment of the invoices must reach **Linagora** no later than eight (8) days from its due date. Any **Services** period started is due in full.

5.4 Any unpaid sum or any late payment may result in the immediate and unannounced suspension of the **Service** until the situation is rectified.

5.5 In the event of disagreement on all or part of an invoice, the **Customer** undertakes to pay without delay the undisputed part and to indicate, within fifteen (15) days of receipt of the invoice, the reason for its dispute. Any partial payment will first be applied to the non-privileged portion of the claim and then to the amounts for which the due date is the most overdue.

5.6 Any dispute notified after this period will not be taken into account by **Linagora** services. Any payment by compensation is excluded, unless expressly agreed between the parties. **Linagora** does not grant any discount for cash payment or at a date earlier than that resulting from these **GCHS**.

5.7 Any unpaid sum on the due date appearing on the invoice implies, from the day following the date of payment on the invoice, application of penalties equal to three (3) times the legal interest rate at the due date, in addition to a legal compensation of forty (40) euros in application of the article D. 441-5 of the French Commerce Code. These penalties are due upon simple request of **Linagora**.

5.8 All **Expert** accommodation and travel expenses will be charged at the actual cost in addition to the price of the **Services** on the basis of the **Linagora** expense grid. **Linagora** will make available to the **Customer** all the documents relating to these expenses.

5.9 In case the **Particular Conditions** are a purchase order, the pricing and the payment terms are normally indicated on the reverse side of this order.

5.10 Days during which an **Expert** was not able to work due to reasons attributable to the **Customer** are considered as days of effective work by the **Expert**.

Article 6. Obligations of the Customer

6.1 Any data, information, image and video, any file, sound, text, sign, signal, program, software, code, or element of any kind that would be exploited, disseminated, stored, transmitted, issued, collected, processed or made available, directly or not, by means of subscribed **Linagora Services**, are referred to generically as "**Content**".

6.2 The **Customer** discharges **Linagora** from any liability for the hosted and/or broadcasted **Content**, and undertakes to relieve and hold harmless **Linagora** against any third-party claim, regardless of nature, concerning this **Content**, including related intellectual property rights.

6.3 The **Customer** guarantees, this list not being exhaustive, that his use of **Linagora** services and/or any **Content**:

- does not present any direct or indirect security risk for **Linagora**, its partners, its other Customers and/or their personnel;

- pursues lawful purposes in respect of the rights of third parties as well as all legal, regulatory and administrative provisions, particularly applicable in France, and in particular the legislation in force on the protection of personal data;

- does not participate in any way, directly or indirectly, in a harmful, deviant, abusive, illicit and/or repressed conduct by national or international legal or regulatory provisions, nor in the diffusion, the transmission or the making available of insulting or defamatory remarks, which may constitute provocation, apology and/or incitement to suicide, committing crimes and/or offenses, acts of violence or terrorism, the use, manufacture, distribution of illegal or illicit substances;

- does not imply or is likely to be related, directly or indirectly, to any activity or **Content** of a racist, xenophobic, revisionist, pedophile, pedopornographic nature, by apologizing or promoting their trivialization, or to the attack, introduction, fraudulent access to a third party computer system, or the illegal collection, processing, or transmission of data, to a computer breach or nuisance;

- does not constitute any infringement of **Linagora** intellectual property rights (in particular its trademarks, logos, visual design, etc.).

6.4 The **Customer** undertakes to act promptly upon receipt of any notice from any third party claiming that his or her rights have been infringed, regarding a hosted **Content**, including a notice sent in accordance with the provisions of the Law on Confidence in the Digital Economy known as LCEN (Law No. 2004-575, especially Article 6), in order to delete the contentious **Content** or to make access to it impossible. For this purpose, the **Customer** expressly acknowledges and agrees that any intervention on any **Content** is under its sole responsibility.

6.5 **Linagora** will only act instead of the **Customer** if the latter fails to meet its obligations. The **Customer** will not be entitled to any refund or compensation, and will not be exempt from liability to **Linagora** or third parties, nor of its obligation of guarantee and compensation in case of harm suffered by **Linagora**.

6.6 The **Customer** acknowledges that any item posted on the Web (text, image, sound, etc.) may be copied by users who have access to it.

6.7 If a **Content** update is carried out by the **Customer** personnel, by subcontractors or by any other partner chosen by the **Customer**, the latter shall bear alone the consequences of any use not complying with the access management instructions of the **Contents** provided by **Linagora** and/or of an improper programming of the access to the **Contents**. **Linagora** will not be held liable in case the **Customer Content** becomes inaccessible as a result.

6.8 The **Customer** guarantees, in its own name and on behalf of its personnel or any third party chosen by it, the proper use of the update accesses provided to it and the non-disclosure of passwords and other parameters that enable to secure access to the server.

6.9 In case of breach of any of these provisions, and three (3) calendar days after a notice by any means, **Linagora** shall be entitled to suspend or discontinue all or part of the service without effect on any remaining sums due for hosting the service, and without the **Customer** being able to claim any compensation. The **Customer** shall remain liable to **Linagora** for the sums due from the period of suspension or interruption.

Article 7. Intellectual Property

7.1 The **Customer** does not acquire any rights whatsoever to elements of **Linagora** intellectual property, such as product brands developed by **Linagora** and vice versa.

7.2 In the event that **Contents** appearing on the website are developed by **Linagora** on behalf of the **Customer**, the latter will not become the owner until the complete payment of the sums due for the creation of said **Content**. The raw documents (text, images, sounds, video, graphic charter, etc.) used in the composition of these pages remain the property of their respective owners.

7.3 The **Customer** remains owner of the content of its databases of products, of customer or any other database generated by its activity as part of the exploitation of the **Services** results.

7.4 **Linagora** acquires no rights to any of the **Content** stored by the **Customer** on its equipment as part of the **Services**, and is prohibited from reproducing, adapting, and/or translating in any form whatsoever these **Content** and information of any kind, which are entrusted to it by the **Customer**, apart from its normal service of safeguarding the contents of its equipment.

7.5 In the event of non-renewal or breach of contract, **Linagora** undertakes to destroy all original documents and databases as well as backup copies of the **Customer** website.

Article 8. Maintenance

8.1 In order to cover the evolution of IT environments and the needs of the **Services** functional evolution, **Linagora** can operate in particular:

- by remote maintenance;
- by transmission of patches or new versions;
- by on-premise intervention.

8.2 The transmission of patches or new versions will be done on the most appropriate support depending on the means implemented by the **Customers**.

8.3 **Linagora** reserves the right to modify at any time the characteristics of its technical infrastructures and the choice of its suppliers. These modifications must, however, make it possible to offer performances at least equivalent to those provided at the time of signing this **Contract**.

8.4 **Linagora** may temporarily discontinue the **Service** for the purpose of maintaining its server centers. These interruptions will take place at the times of the day the least detrimental to European and American network traffic. Any such interruption of **Service** will be notified beforehand by **Linagora** to the **Customer** by e-mail or telephone. **Linagora** will endeavor to minimize the duration of these scheduled interruptions. These scheduled interruptions are not taken into account in the SLA availability calculation.

8.5 In the event of total unavailability of the **Service** due to technical malfunctions under the responsibility of **Linagora** or its usual subcontractors, **Linagora** will conform to the deadlines provided in the **Particular Conditions** or the applicable Service Level Agreement to find a solution. Interruptions of service for which the **Customer** has been previously notified by **Linagora**, as well as those which have been repaired within the agreed time, are excluded from the scope of this clause.

8.6 The moment of resolution of a malfunction within the meaning of article **8.5** of these **GCHS** means the application of a solution or workaround by **Linagora**, regardless of any delay due to technical constraints. In particular, the following delays are not into account in the time period for solving a malfunction:

- the delay required for the intervention of third parties;
- the delay expended for **Customer** to provide additional information required for solving the malfunction;
- the delay required for the effective restart of dedicated, pooled or shared network equipment or virtual machines from the launch of the operation itself;
- the delay of propagation, deployment and/or installation from the launch of the last correction operation.

Article 9. Termination

9.1 **Linagora** may proceed to the immediate termination of this contract without notice or compensation of any kind, all owed sums in consideration of the period covered remaining due to **Linagora** and, in addition to the compensation for any damage caused, being immediately due in case of:

- failure to comply with Articles 6 and 7 of the **GCHS**;
- non-compliance with payment conditions;
- non-compliance with the laws and regulations in force;
- non-respect of **Linagora** intellectual property rights;
- breach of the confidentiality of the information exchanged between the parties;
- **Customer** cessation of activity, judicial recovery or judicial liquidation proceedings, or bankruptcy.

9.2 In case of early termination of services for reasons other than those listed in Article 9.1, the **Customer** agrees to pay **Linagora** for the amount of **Services** and/or deliverables provided in proportion to their progress, and to cover any costs of reversibility and/or return of materials and data.

9.3 Each party may terminate the **Contract** by given written notification to the other party of its intention to terminate it. This notification must be sent at least four (4) months before the anniversary date of the **Contract** by registered letter with acknowledgment of receipt at the head offices of the other party. Otherwise, the **Contract** will be automatically renewed for a further 1-year term.

Article 10. Absence of guarantee

10.1 The use of the products and services made available to the **Customer** is under its sole responsibility. **Linagora** does not make any commitment regarding the implementation of the results of the **Services**. **Linagora** makes no commitment that the **Services** are

fit for a particular purpose, nor that the **Services** comply with or will enable the **Customer** to achieve any general or specific objective, such as a productivity gain.

Article 11. Liability and insurance

11.1 **Linagora** liability towards the **Customer** is limited to the direct damages caused by a breach by **Linagora** of its contractual obligations. No indirect damages, such as loss of productivity, image, investment, files and data, or failure to achieve expected gains and / or savings, can result in **Linagora** liability.

11.2 The total amount **Linagora** may pay for unavailability and/or liability penalties for any cause or any reason whatsoever, is limited, in aggregate, to the amount received by **Linagora** for a year of benefits, excluding fees. Under penalty of foreclosure, the time limit for action against **Linagora** may not exceed one (1) year from the date of knowledge of the damage.

11.3 **Linagora** only commitment is to the **Customer**. As a result, the **Customer** undertakes to guarantee and hold **Linagora** harmless from any third-party actions, such as the **Customer** subsidiaries or the **Customer** customers in relation to the **Services** provided.

11.4 **Linagora** certifies that it has taken out an insurance policy with a reputable insurance company established in France for all the pecuniary consequences arising from its civil professional, tort and/or contractual liability for bodily, material and immaterial damage caused to the **Customer** and/or to any third party in the context of the performance of the **Services**.

11.5 **Linagora** can not be held liable for piracy by a third party, for the transmission or reception by the **Customer** of malicious programs by any means (e-mails, FTP, etc.), despite all the security precautions taken by **Linagora**.

11.6 **Linagora** undertakes to implement all appropriate measures to ensure reasonable availability of the hosted services. However, because of the characteristics of the distributed network that is Internet, **Linagora** can not be held responsible for the slowdowns or difficulties of access to the provided **Services** from other sites in the world or of external slowdowns. **Linagora** responsibility ends at the output of IP routers installed in its facilities.

Article 12. Force majeure - fortuitous case

12.1 In the event that a fortuitous event or force majeure event occurs during the contract, the performance of the **Services** will be suspended. In the event that this situation persists for more than fifteen (15) days, each party may terminate the contract by registered letter with acknowledgment of receipt sent to the other party. Force majeure events are defined in article 1218 of the French Civil Code. Fortuitous event means, besides those usually accepted by the courts, any event having two of the following characteristics: irresistible, unpredictable, or external.

Article 13. Experts

13.1 Regardless of the assignment duration, no **Expert** may in any case be legally assimilated to an employee of the **Customer**. When performing the **Service** on **Customer** premises, the **Expert** follows the schedule and timetable of the latter, within the limit of the legal working hours, except in the case of a special agreement between the parties.

13.2 The parties certify and declare upon their honor that the **Services** will be performed in accordance with Articles L 1221-10 et seq., L 3243-1 et seq. and L 8221-1 and L 8221-2 of the French Labor Code.

13.3 The **Customer** undertakes to refrain from directly or indirectly make any offer of employment to an employee or **Expert** of **Linagora**, except with the express written permission of the latter, even if the application for employment has been made by the employee or the **Expert**. This commitment runs throughout the duration of the **Service** and for the twelve (12) months following the termination of the contractual relationship.

13.4 Failure to comply with Article 13.3 may entail for the **Customer** the obligation to pay to **Linagora**, as compensation, the equivalent amount of the gross monthly remuneration received by the employee or the **Expert** during the twelve (12) last months before his departure. For simplification purposes, the employer social security contributions rate is evaluated at a percentage of 50 %.

Article 14 Assignment and subcontracting

14.1 The **Contract** may not be assigned by the **Customer** without written agreement between the parties. **Linagora** reserves the right to assign its obligations under the contract to one of its subsidiaries or one of its affiliates.

14.2 **Linagora** may subcontract all or part of the **Services** to one of its subsidiaries, one of its affiliates or to a third party, upon prior written notification to the **Customer**.

Article 15. Confidentiality

15.1 Unless required by a judiciary, tax or accounting authority, the parties and their affiliates undertake to keep confidential during the performance of the **Services** and after the expiration of the contract, until they fall into the public domain:

- the **Particular Conditions**, their content and their annexes;
- any information and/or documents to be disclosed by the parties during the performance of the services and for which the recipient party would not have known before the performance of the services, or that would not have been legitimately disclosed by a third party.

Article 16. Personal data

16.1 The parties undertake to respect the legal and regulatory provisions in force relating to data processing, files and liberties, in particular the January 6, 1978 #78-17 law as modified by the August 6, 2004 #2004-801 law, as well as the #2016/679 European Parliament Council Regulation (EU) on the protection of individuals with regard to the processing of personal data and on the free movement of such data. Each party undertakes to comply with all the formalities required (declarations, authorization requests, etc.) by the Commission Nationale de l'Informatique et des Libertés (CNIL), the French Data Protection Authority, or any other competent body, and to respect the rights of data subjects (including rights of information, access, rectification and deletion of data), in particular, concerning the processing of personal data for which the **Customer** is responsible. The **Customer** remains solely responsible for the choice of the **Services** and ensures that the **Services** have the characteristics and conditions required to proceed with the processing of personal data, envisaged in connection with the use of the **Services**, taking into account the existing regulations, especially when the **Services** are used to process sensitive data (e.g. health data).

16.2 The terms "processor", "personal data", "processing of personal data", and "data subject" have the meaning given to them by the **GDPR**.

16.3 The **Customer** remains data controller, and is solely responsible for the processing of personal data made for his own account within the framework of the **Services**, whether by himself, by **Linagora** or by third parties. Regarding the processing of personal data made by **Linagora** on behalf of the **Customer** as part of the performance of the **Services**, **Linagora** is data processor and acts on the sole instructions of the **Customer**.

16.4 **Linagora** takes, under the conditions set out in the **Contract**, all necessary precautions to preserve the security and confidentiality of the personal data to which it has access, in particular to prevent them from being distorted, damaged, or accessed by unauthorized third parties. In this regard, **Linagora** undertakes in particular not to access or use **Customer** data for purposes other than the requirements for performing the **Services**. **Linagora** is committed to setting up:

- physical security measures to prevent access by unauthorized persons to the infrastructures on which the **Customer** data is stored;
- identity and access checks via an authentication system and a password policy;
- an authorization management system that limits access to the premises to only those people who need to access them in the context of their duties and scope of their activities;
- security personnel to ensure the physical security of the **Linagora** premises;
- a physical and/or logical means of isolating each **Customer** system from that of the other **Customers**;
- authentication processes for users and administrators, as well as protection measures for management functions;

- in the context of support and maintenance operations, an authorization management system implementing the principles of least privilege and need-to-know;

- processes and devices to trace all actions performed in its information system, and to carry out the reporting actions in the event of an incident impacting **Customer** data, in accordance with enforceable regulations.

16.5 The **Customer** ensures the security of the resources, systems and applications that it deploys in the context of **Services** use, and remains in particular responsible for the implementation of flow filtering systems such as firewalls, for the update of systems and software deployed, for the management of access rights, for resources configuration, etc. **Linagora** will not be responsible for security incidents related to the use of the Internet, in particular in case of loss, alteration, destruction, disclosure or unauthorized access to data or information of the **Customer**.

16.6 Assuming that personal data stored by the **Customer** as part of the **Services** would be transferred outside the European Union to a country of destination considered by the European Commission as not providing a sufficient level of data protection to personal nature, **Linagora** will put in place a contract with the non-EU data processor in accordance with the standard contractual clauses adopted by the European Commission.

16.7 Within the framework of the **Services**, the **Customer** is informed, understands and accepts that **Linagora** collects the personal data of the **Customer**. This data is subject to automated processing under the conditions provided by law for the purpose of:

- managing of the relationship between the **Customer** and **Linagora** (billing, support and maintenance of the **Services**, commercial management, archiving, telephony, quality improvement, security and performance of the services, recovery, etc.);
- complying with the regulations applicable to **Linagora** (in particular legal obligations for the retention of connection and user identification data).

16.8 **Linagora** undertakes to refrain using any collected data for purposes other than those mentioned above. **Linagora** may, however, be required to communicate them to judiciary and/or administrative authorities, particularly in the context of requisitions. In this case, and unless a legal provision or an injunction from a competent authority forbids it, **Linagora** agrees to inform the **Customer** and limit the communication of data to those expressly required by said authorities.

16.9 Data processed for the purpose of managing the relationship between the **Customer** and **Linagora** consists in information such as surname, first name, postal address, email addresses, telephones and the function of **Customer** employees and is kept by **Linagora** throughout the duration of the **Contract** and up to the following thirty-six (36) months. Login and user identification data is retained by **Linagora** for twelve (12) months after **Contract** termination. Other personal data collected and processed by **Linagora** to comply with its legal obligations are kept in accordance with applicable law.

Article 17. Miscellaneous provisions

In the case of difficulty of interpretation resulting from a discrepancy or contradiction between one of the titles appearing at the head of the clauses, and one of the clauses, the concerned title will be declared non-existent.

If one or more stipulations hereof are held or declared void pursuant to a law, regulation or final decision of a competent court, any other stipulations shall remain in full force and scope.

Article 18. Governing Law and Attribution Jurisdiction

18.1 The contractual relations between **Linagora** and the **Customer** are subject to French law.

18.2 In the event of a dispute concerning the execution or interpretation of this document, jurisdiction shall be expressly attributed to the Commercial Court of Nanterre notwithstanding the plurality of defendants, warranty claims, emergency procedures, protective measures, in a summary procedure or by petition.