



These Supplemental Terms apply to the provision by Mirakl of Customer Success Support Package.

1. DEFINITIONS

Any capitalized term not defined herein shall have the meaning ascribed to it in the Agreement.

“Build Phase” means the phase from the start of the Agreement to the Go-Live.

“Build Services” means the Customer Support Consulting provided by Mirakl during the Build Phase.

“Customer Platform” means an online e-commerce platform operated by Customer for its own business needs through which Sellers may directly or indirectly sell products and/or services to end-customers.

“Go-Live” means the day on which the Customer Platform is used for production use, i.e., when the production environment of the Customer Platform is used for the processing of real transactions.

“Man Day” means a period of eight (8) hours. Hours are accumulated based on meetings and time spent preparing guidance to Customer, including planned meetings, their preparation and any follow-up to address Customer’s additional questions.

“Mirakl University” means the platform provided by Mirakl to facilitate the training and onboarding of Customer in using the cloud services provided by Mirakl, through e-learning tools and documentation about the marketplace economy. Any document made available on Mirakl University shall be considered as a Mirakl Resource as defined in the Agreement.

“Run Phase” means the period after the Go-Live.

“Run Services” means the Customer Support Consulting provided by Mirakl during the Run Phase.

“Seller” means a third-party individual or legal entity who may offer and sell products and/or services on the Customer Platform.

« CS Expertise Workshops »: means CS expertise workshops for which Man Days shall be used. Any Man Day not used during a given contractual year shall expire.

2. ACCESS TO MIRAKL UNIVERSITY

Customer acknowledges that access to Mirakl University requires the creation of an account on the Mirakl University website, and acceptance by Customer’s users of the Mirakl University terms of use. Mirakl University is not a Mirakl cloud service as contemplated under the Agreement and the Mirakl University terms of use do not alter or vary Customer’s obligations under the Agreement.

3. CUSTOMER SUCCESS SUPPORT

Mirakl agrees to provide the Customer Support Consulting included and/or subscribed to in an Order Form. Customer shall cooperate with Mirakl and ensure that all stakeholders (employees, subcontractors, Sellers, contractors, etc.) will also cooperate and provide the information necessary for Mirakl to perform the Customer Support Consulting. Where applicable, this may include providing Mirakl with relevant information regarding the Customer Platform’s market share in Customer’s global revenue (online and on other channels). When Customer Support Consulting is provided at Customer’s premises, Mirakl’s personnel shall comply with the health and safety regulations in effect at said premises as communicated to Mirakl in advance and in writing by Customer. Unless otherwise provided in an Order Form, the Customer Support Consulting Man Days included and/or subscribed to shall be used by Customer during the first year of such Order Form. Any unused Customer Support Consulting Man Days are forfeited by Customer and Customer shall not be entitled to any refund for unused Customer Support Consulting Man Days. Any additional Man Day of Customer Support Consulting shall be subject to an additional Order Form and shall be billed accordingly by Mirakl. Mirakl shall not be deemed to be in breach of its obligations regarding the Customer Support Consulting to the extent that Mirakl is delayed or prevented from performing due to an act or omission of Customer or a third party. If the Customer Support Consulting is delayed or postponed by Customer (including its officers, employees, agents, or subcontractors), then Customer shall reimburse Mirakl for any additional cost incurred.

During the Run Phase, Mirakl may terminate the provision of the Run Services at any time upon written notice.