



These Supplemental Terms apply to Customer's access and use of the Mirakl Platform Cloud Services.

1. DEFINITIONS

Any capitalized term not defined herein shall have the meaning ascribed to it in the General Terms of Use or, if applicable, in an Order Form.

"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.

"Mirakl Platform" means any of the following Cloud Services:

- Mirakl Marketplace Platform (MMP); and/or
- Mirakl Platform for Services (MPS); and/or
- Mirakl Dropship Platform (MDP); and/or
- Mirakl One Creditor (M1C); and/or
- Mirakl Catalog Manager (MCM).

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

2. MIRAKL PLATFORM DESCRIPTION

The Mirakl Platform is a SaaS platform software that allows Customer to onboard, manage, and offer third-party products and services through Customer's own e-commerce platform and under Customer's exclusive control.

Mirakl Platform is a Cloud Service provided by Mirakl under the Agreement as further described in the Documentation.

Customer's relationship with all Sellers, Authorized Users, and/or Service Providers is exclusively and solely between Customer and any such party.

3. PAYMENTS

Customer shall be solely accountable to the Sellers and is responsible for all payments made to Sellers. In this regard, Customer shall ensure consistency between payments received from end-customers and payments made to Sellers based on data provided by the Cloud Services.

4. DISCLAIMER

MIRAKL EXPRESSLY EXCLUDES ANY AND ALL LIABILITY FOR ALL PRODUCTS AND/OR SERVICES MANAGED, OFFERED AND/OR SOLD THROUGH THE MIRAKL PLATFORM.