

SUPPLEMENTAL TERMS FOR MIRAKL CONNECT SELLER AS A SERVICE



These Supplemental Terms for Mirakl Connect Seller as a Service (or "Supplemental Terms") govern the provision by Mirakl of Mirakl Connect Seller as a Service.

1. DEFINITIONS

Any capitalized term not defined herein shall have the meaning ascribed to it in the General Terms and Conditions for Customer Support Consulting or, if applicable, in an Order Form.

"Connect Onboarded Seller" (COS) means a Seller onboarded on the Customer Platform, including the stores created by such Seller on the Customer Platform.

"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 Connect" means a platform operated by Mirakl that brings together a global community of marketplace operators, Sellers and third-party partners available at www.miraklconnect.com

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

"MCSAS" means the recruitment, onboarding, and on-going services as described in an Order Form and further detailed in Appendix 1.

2. MCSAS DESCRIPTION

MCSAS consists of support provided by Mirakl with respect to the recruitment and onboarding of new Sellers for the Customer Platform on Mirakl Connect, as well as ongoing services pursuant to those Sellers' recruitment and onboarding. This Customer Support Consulting is further detailed in the Order Form.

As Mirakl's revenue is linked to the COS performance, Recruitment and Onboarding Services will be carried out on the basis of qualitative and not quantitative criteria and without any volume commitment.

Recruitment and Onboarding Services may be suspended at any time by either Party upon written notice to the other Party. In this case, unless mutually agreed otherwise, Mirakl will finalize the onboarding of Sellers that comply with the criteria defined by Customer in the "Seller selection" step.

Customer agrees that for the MCSAS Scope defined in the Order Form, Mirakl shall benefit from an exclusivity on the recruitment and onboarding of Sellers on the Customer Platform. Therefore, Customer shall (i) refrain from recruiting Sellers matching the MCSAS Scope, and (ii) allow Mirakl to freely operate the mission and recruit Sellers matching the criteria defined by Customer.

3. CONNECT ONBOARDED SELLERS IDENTIFICATION

Customer warrants that it will identify the COS, as per the process described in the Documentation. Identification must be made by Customer for each COS in the "Final validation before go live" step, as described in Appendix 1. Mirakl reserves the right to verify such identification at any time and to correct any discrepancies it may identify on behalf of Customer who will be informed of any such correction.

Any Seller presented by Mirakl and which is onboarded on the Customer Platform, shall be deemed a COS regardless of whether such Seller was onboarded by Mirakl or Customer, and shall entitle Mirakl to the payment of the fees owed by Customer to Mirakl under the Agreement.

4. SUBCONTRACTING

Notwithstanding anything to the contrary in the Agreement; Customer agrees that Mirakl may subcontract the provision of MCSAS, subject to Mirakl's sole discretion. In such case Mirakl remains responsible for any breach of the Agreement by its subcontractors.