

SUPPLEMENTAL TERMS FOR MIRAKL TARGET2SELL



These terms govern Customer's access to and use of Mirakl Target2Sell and are made supplemental to the agreement between Mirakl and Customer (the "Agreement") governing Customer's access to and use of the Mirakl Cloud Services. All capitalized terms not defined herein shall have the meaning ascribed to them in the General Terms of Use or, if applicable, in an Order Form.

1. DEFINITIONS

Mirakl Target2Sell means any of the following Cloud Services:

- Mirakl Target2Sell – Organize;
- Mirakl Target2Sell – Recommend; or
- Mirakl Target2Sell – Inspire.

Terminal means any device (laptop, smartphone, etc.) that allows a Web User to connect to the Website of Customer using an electronic communication network.

Web User means natural persons, visitors, prospects, and customers of Customer who browse the Website with their Terminal and use Mirakl Target2Sell.

Website means the e-commerce website(s) and/or any mobile application that can be downloaded in a Terminal using iOS or Android operating system and are specifically identified in the Order Form.

2. MIRAKL TARGET2SELL DESCRIPTION

Mirakl Target2Sell is a software application which allows Customer to offer each user, customer, or prospective customer a personalized presentation of recommendations of its product and/or service offerings directly on Customer's Website(s).

Mirakl grants Customer a right to use Mirakl Target2Sell on one (or more) of its Website(s), as identified in the Order Form.

3. MAINTENANCE SPECIFIC TO MIRAKL TARGET2SELL

Customer's technical and operational environments are likely to change over time, particularly in respect of product catalog data and tracking. As part of Customer's subscription to Mirakl Target2Sell, Mirakl shall adapt the set-up of Mirakl Target2Sell to Customer's technical and operational environment, within the following limits:

- (i) 2 minor changes to the format of the catalog data (e.g., addition or deletion of an attribute);
- (ii) 2 corrections to the tracking set-up; and
- (iii) 1 piece of assistance on changing the format of a template.

Above these limits, additional change requests (including, but not limited to the integration of new catalog data, integration of a new source of external data, changes to tracking or the production of new templates) will be treated as additional services and will require the execution of an additional order form. In particular, any redevelopment or migration of a Website impacting the provision of Mirakl Target2Sell by Mirakl will be subject to a detailed analysis and additional order form, if necessary.

4. DATA PROTECTION SPECIFICATIONS

Customer acknowledges and agrees that the use by Customer of the tracker placed by Mirakl on Customer's Website(s) may imply the processing by Customer of Web Users' personal data.

It is therefore the sole responsibility of Customer to ensure its compliance with its obligations under the applicable data protection laws and to obtain the consent, where necessary, of the concerned data subjects.