

SUPPLEMENTAL TERMS FOR CUSTOMER SUCCESS PACKAGES



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

1. DEFINITIONS

<u>Build Phase</u>	means the phase from the start of the Agreement to the Go-Live.
<u>Build Services</u>	means the Customer Support Services provided by Mirakl during the Build Phase.
<u>Customer Platform</u>	means an online e-commerce platform operated by Customer for its own business needs through which Sellers can sell products and/or services to end-customers.
<u>Go-Live</u>	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.
<u>Man Day</u>	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.
<u>Mirakl University</u>	means Mirakl's online training platform where Customer can access e-learning materials and documentation about the marketplace economy. Any document made available on Mirakl University shall be considered as Mirakl Resources, as defined in the Agreement.
<u>Run Phase</u>	means the period after the Go-Live.
<u>Run Services</u>	means the Customer Support Services provided by Mirakl during the Run Phase.
<u>Seller</u>	means a third-party individual or legal entity who may offer and sell products and/or services on the Customer Platform.
<u>CS Expertise Workshops</u>	means Customer Support workshops for which Man Days shall be used.

2. CUSTOMER SUCCESS PACKAGE DESCRIPTION

Mirakl agrees to perform the Customer Success Package 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 Success Package. 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). If the Customer Support Services are 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 specified, any Man Days set forth in an applicable Order Form that are unused by Customer within twelve (12) months from their order are forfeited and Customer shall not be entitled to any refund for such unused Man Days. Any additional Man Days shall be subject to an additional Order Form and billed accordingly by Mirakl. Mirakl shall not be deemed to be in breach of its obligations regarding the Customer Support Services 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 Services are delayed or postponed by or due to Customer (including its officers, employees, agents, or subcontractors), then Customer shall reimburse Mirakl for any additional costs incurred.

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

3. 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 Cloud Service.

4. SUBCONTRACTING

Notwithstanding anything to the contrary in the Agreement, Customer agrees that Mirakl may subcontract the provision of the Customer Success Packages, subject to Mirakl's sole discretion, provided that Mirakl remains responsible to Customer for any breach of the Agreement by its subcontractors.