MIRAKL CLOUD SERVICES DEFINITIONS AND USAGE METRICS

These Cloud Services Definitions and Usage Metrics form part of the agreement between Mirakl and the 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.   LIST OF THE CLOUD SERVICES AND TECHNICAL FEATURES

1.1) <u>List of the Mirakl Cloud Services.</u>
- MMP: Mirakl Marketplace Platform
- M1C: Mirakl One-Creditor Platform
- MDP: Mirakl Dropship Platform
- MCM: Mirakl Catalog Manager
- MCP: Mirakl Catalog Platform
- MPS: Mirakl Platform for Services
- MPP: Mirakl Payout Platform (Cloud Service connected to the Payment Services)
- MAP: Mirakl Ads Platform

MMP, M1C, MDP, MPS, and MCM are collectively defined as the "Mirakl Platform".

1.2) <u>Technical Features.</u>
- "Development Environment/Sandbox/Pre-production Environment": means test environment(s) made available to Customer solely for testing purposes, as further specified in the Documentation.
- "Production Environment": means the only environment of the Cloud Services that can be used for production purposes (i.e., to generate revenue).
- "Expansion Unit": is required for the activation of an additional channel (as defined in the Documentation), which allows Customer to expand its use of the Cloud Services.

1.3) <u>Mirakl Insights.</u>
Mirakl Insights standard edition is included with any subscription to MMP, MDP, and M1C, for four (4) Mirakl Insights users.

2.   USAGE METRIC LIMITATIONS

The Usage Metric limitation set forth in the Order Form represents the maximum quantity of Usage Metrics that Customer can cumulatively use for all Cloud Services subscribed under an Order Form.

2.1) <u>For the use of MMP and/or MDP and/or M1C.</u>
"Active Product": means a product activated by Customer in Customer's product catalog and for which a Seller can propose an offer on the Customer Platform.

2.2) <u>For the use of MPS.</u>
"Service Offer": means a service activated by Customer in Customer's services catalog and for which a Seller can propose an offer on the Customer Platform. Each service item created on MPS uses a service model.

2.3) <u>For the use of MCM and/or MCP.</u>
"Master Data Sheet (MDS)": means the product data sheet in MCM or MCP resulting from the aggregation of the valid content provided by Sellers in the source product data sheets and, if any, the content provided by Customer. There can be only one Master Data Sheet per product.

MCM and MCP may only be used for 3P product catalog management in connection with a Mirakl Platform Cloud Service to generate Business Volume within the Customer Platform.

Any excess usage will be billed at a rate of 0.002 USD/EUR per Active Product/Service Offer/MDS, on a monthly basis, in accordance with the billing cycle agreed upon by the Parties.

2.4) <u>For the use of Mirakl Delivery Manager.</u>

"Trackable Shipment": means (i) any shipments for which a tracking number was specified by Customer or its Sellers and for which Mirakl Delivery Manager can try to get tracking information, even if the tracking number is inaccurate, outdated, or does not match an existing shipment; as well as (ii) any tracking numbers corresponding to returned items.

The number of Trackable Shipments in the Order Form is the number of Trackable Shipments that Customer may consume during one Calendar Year without additional fees.

Any excess usage will be billed at a rate of 0.0182 USD/EUR per Trackable Shipment, on a yearly basis, based on the number of Trackable Shipments consumed during the preceding Calendar Year.

"Calendar Year": means a period from January 1st to December 31st of each year.

3. SUCCESS FEES DEFINITIONS

3.1) <u>Mirakl Platform Success Fee Definition.</u>

The "Mirakl Platform Success Fee" shall be calculated monthly based on the Business Volume, as defined below, carried out during the previous calendar month and the percentage set forth in the Order Form.

"Business Volume (BV)": means, in a given Period, the total amount made up of (i) the total price charged to End Customers as specified on the debit confirmed by Customer, including any shipping costs, taxes, including VAT and/or GST, along with any financing charges and interest for instalments and any other costs charged to End Customers via the Cloud Services; and (ii) the subscriptions to the Customer Platform, including taxes, and additional services sold to Sellers by Customer. Returns, refunds, cancellations, or rebates/credits granted by Customer to End Customers will not reduce the BV amount.

"End Customer": means an individual or business entity that purchases products and/or services on the Customer Platform.

"Period": means a one (1) year measurement period which starts on the first day of the calendar month following the Cloud Services Start Date set forth in the Order Form and resets at the end of each twelve-month period.

3.2) <u>Mirakl Payout Success Fee Definition.</u>

The "Mirakl Payout Success Fee" is charged on the Payout Volume, as defined below, based on the BPS or percentage set forth in the Order Form, and includes both the Payment Services fees and the Subscription Fees to the Mirakl Payout Platform. The Mirakl Payout Platform Success Fee is paid automatically to Mirakl on a regular basis based on Customer's billing cycle configuration.

"Payout Volume (PV)": means, in a given Period, the total Sellers' funds flowing through the Mirakl Payout Solution.

"Basis Point (BPS)": means a standard unit of measure for interest rates and is equal to 1/100th of 1%, or 0.01%.

"Period": means a one (1) year measurement period which starts on the first day of the calendar month following the Cloud Services Start Date set forth in the Order Form and resets at the end of each twelve-month period.

3.3) <u>Mirakl Ads Platform Success Fee Definition.</u>

The "Mirakl Ads Platform Success Fee" is charged on the Advertising Business Volume, as defined below, based on the percentage set forth in the Order Form.

"Advertising Business Volume (ABV)": means, in a given Period, the total amount (excl. taxes) of advertisement budget spent by or allocated to the Advertisers on the Mirakl Ads Solution.

"Period": means a one (1) year measurement period which starts on the first day of the calendar month following the Cloud Services Start Date set forth in the Order Form and resets at the end of each twelve-month period.