

These terms govern Customer's Switching Requests and/or Deletion Requests made pursuant to Regulation (EU) 2023/2854 (the "EU Data Act") 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.

## 1. DEFINITIONS

Switching Request means a request to switch from a Mirakl Cloud Service to another cloud services provider, or Customer's own infrastructure.

Deletion Request means a request to delete the Customer Data from a Mirakl Cloud Service.

## 2. SCOPE

2.1 Eligibility and Notice. During the Term and provided Customer is registered in an EU/EEA Member State, Customer may submit a Switching Request or Deletion Request by giving Mirakl two (2) months' prior written notice (the "Notice Period").

2.2 Exportable/Erasable Data. Requests made by Customer pursuant to these Supplemental Terms shall strictly apply to the Customer Data, as defined in the Agreement, to the exclusion of any other data, including any data specific to the internal functioning of the Cloud Services.

Mirakl shall process such requests in accordance with the following.

## 3. TERMS SPECIFIC TO SWITCHING REQUESTS

3.1 Standard Transition Period. Following the expiry of the Notice Period, Mirakl shall, without undue delay and in any event within thirty (30) calendar days, make available to Customer the applicable export instructions or mechanisms (or as described in the Documentation, where applicable) to enable Customer to export the Customer Data (the "Transition Period").

### 3.2 Alternative Transition Period.

3.2.1 Technical Unfeasibility. If Mirakl determines in good faith that completion of the switching within the Transition Period is technically unfeasible, Mirakl will notify Customer within fourteen (14) business days from receipt of the Switching Request, provide a reasonable explanation, and propose an alternative transition period (the "Alternative Transition Period"), which shall not exceed seven (7) months from the end of the Notice Period.

3.2.2 Customer Extension Right. Customer may, once, request an extension of the Transition Period or the Alternative Transition Period, by providing written notice before its expiry and specifying the additional time reasonably required to complete the switching which shall not exceed seven (7) months from the end of the Notice Period.

3.3 Retrieval Period. Upon expiry of the Transition Period or Alternative Transition Period (as applicable), Customer shall be able to export the Customer Data within thirty (30) calendar days (the "Retrieval Period").

3.4 Obligations of Mirakl during the switching process. Throughout the switching process, Mirakl will:

- (i) provide reasonable assistance to Customer and third parties authorized by Customer;
- (ii) act with due care to maintain business continuity of the Cloud Services, and continue the provision of the Cloud Services in accordance with the Agreement;
- (iii) reasonably inform Customer of known risks to continuity and technical limitations arising from the switching, if any;
- (iv) maintain the same level of security as was provided in the Cloud Services before the Switching Request, in particular with respect to the Customer Data during their transfer; and
- (v) support Customer's exit strategy by providing reasonable information.

3.5 Obligations of Customer during the switching process. Throughout the switching process, Customer will:

- (i) take all reasonable measures to achieve effective switching;
- (ii) respect the intellectual property rights of any materials provided by Mirakl before and during the switching process, as well as Mirakl's trade secrets, and comply with Customer's confidentiality obligations under the Agreement;
- (iii) provide access to and enable the use of these materials by third parties mandated by Customer only insofar as it is necessary to complete the switching process and only upon Mirakl's express authorization; and
- (iv) act in good faith to implement any guidance relating to the switching process shared by Mirakl.

3.6 Completion Notice. Customer will notify Mirakl in writing when the export of Customer Data has been completed. Absent any notification from Customer within fifteen (15) days from the end of the Retrieval Period the switching will be deemed successful.

3.7 Unsuccessful Switching. If Mirakl is notified by Customer that the switching process is not successfully completed, the Parties will cooperate in good faith to identify the cause and achieve successful completion, enable a timely transfer of the Customer Data and maintain continuity of the Cloud Services. Upon Customer's request, Mirakl will support Customer in identifying the reasons for unsuccessful switching and, to the extent the identified reasons are related to Mirakl's environment or Mirakl's switching processes, advise how such problems can be solved.

3.8 Customer Data Deletion. Upon expiration of the above listed time periods, Mirakl will delete the Customer Data, unless the Parties agreed on a later date of deletion in writing.

3.9 Termination pursuant to Switching Requests. The applicable Order Form(s) (or the applicable portion thereof relating to the affected Cloud Services) will automatically terminate upon the earlier of:

- (i) Customer's written notice to Mirakl confirming successful export pursuant to Article 3.6; or
- (ii) expiration of the Transition Period (or Alternative Transition Period, as applicable), if Customer does not provide such confirmation.

#### **4. TERMS SPECIFIC TO DELETION REQUESTS**

4.1 Customer Data Deletion. Upon expiration of the Notice Period, Mirakl will delete the Customer Data.

4.2 Termination pursuant to Deletion Requests. The applicable Order Form(s) (or the applicable portion thereof relating to the affected Cloud Services) will automatically terminate upon expiration of the Notice Period.

#### **5. COMMON TERMS**

5.1 Service Continuity Until Termination. Mirakl will continue to provide the Cloud Services subject to the Switching Request or Deletion Request in accordance with the Agreement until the effective date of termination.

5.2 Fees and Charges. Mirakl will not charge Customer any fees or penalties in respect of a Switching Request or Deletion Request.

Notwithstanding the foregoing :

- Customer remains obligated to pay all committed fees due for the applicable Cloud Service(s) through the effective date of termination;
- If the Switching Request or Deletion Request results in early termination, Customer must pay all committed but unpaid fees as of the effective date of termination, including any Subscription Fees committed for the remainder of the then-current initial or renewal term.

Such fees will become immediately due and payable on the effective date of termination and will be invoiced by Mirakl accordingly. Payment must be made in accordance with the Agreement and, in any event, no later than the end of the Notice Period.

Any other fees not yet accrued or not reasonably determinable as of the date of the Switching Request or Deletion Request (including, without limitation, overage fees, transaction-based fees, or commissions) will continue to accrue until the effective date of termination and will be invoiced and paid in accordance with the terms of the Agreement.

Mirakl may charge for optional professional services expressly requested by Customer that are not required from Mirakl under the EU Data Act.

5.3 Exclusions. For the sake of clarity, Switching Requests and Deletion Requests do not apply to Cloud Services provided as beta or pre-release services, or service instances provided for limited testing and evaluation purposes (including Sandbox, Pre-production or equivalent Development environments), as further described in the Agreement and the Documentation.

5.4 Impacted Parties. Pursuant to the Agreement, multiple entities (including Customer Affiliates and Authorized Users) may access and use the Cloud Services. Those entities may therefore be impacted by a Switching Request or Deletion Request (“Impacted Parties”).

5.5 Customer Responsibility. Customer is solely responsible for ensuring it has all necessary rights and permissions for any Switching Request or Deletion Request, including vis-à-vis Impacted Parties and with respect to the Customer Data. Customer assumes full responsibility for the success of any switching, including where Customer uses the services of a third party during the switching.

5.6 No Additional Liability. To the maximum extent permitted by law, Mirakl and its Affiliates will have no liability to Customer or any Impacted Party for damages, losses, costs or expenses arising out of or in connection with a Switching Request and/or a Deletion Request, including any data integrity issues, data loss, downtime, compatibility issues or other disruptions occurring during or as a result of the switching and/or deletion, except to the extent caused by Mirakl’s breach of the Agreement. Nothing in these Supplemental Terms limits the exclusions, disclaimers or limitations of liability agreed in the Agreement, which remain in full force and effect.

5.7 Order of Precedence. Except as expressly set forth herein, the Agreement remains unchanged and in full force and effect. In case of conflict between these Supplemental Terms and the rest of the Agreement, these Supplemental Terms will prevail solely with respect to its subject matter.