



DATA USE AND RESEARCH AGREEMENT

eBay 2021 UNIVERSITY MACHINE LEARNING COMPETITION

This Data Use and Research Agreement (“Agreement”) is entered into as of the later of the two signature dates below (the “Effective Date”) by and between the student identified in the signature box below (“Participant”), and eBay Inc., a Delaware corporation, with its principal offices at 2145 Hamilton Avenue, San Jose, California 95125 (“eBay”) (collectively the “Parties”).

Background

WHEREAS, Participant is a student at an academic institution and desires to participate in eBay’s 2021 University Machine Learning Competition utilizing eBay’s Machine Learning Dataset;

WHEREAS, eBay, having Machine Learning Dataset, would like to allow Participant to foster analysis of such data and participation in the Machine Learning Competition;

WHEREAS, eBay desires to provide such Machine Learning Dataset in confidence to Participant to facilitate such analytical services; and

WHEREAS, Participant agrees to conduct the Research in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the scientific research opportunities offered Participant by participation in the eBay Machine Learning Competition and the terms and conditions set forth herein, which each party acknowledges to be sufficient, eBay and Participant hereby agree as follows:

1 Purpose and Scope

To effectively promote scientific academic research in a manner that protects eBay’s users, Participant, students, and society at large, the Parties believe that having a framework for accountably using and sharing eBay Materials is necessary. The Parties also believe that any information use or sharing efforts must protect human rights, particularly the privacy of customers, users, Participant, students, and third parties, including compliance with Applicable Laws and Regulations.

This Agreement defines the principles and procedures that the Parties shall adhere to and the responsibilities the Parties owe each other. This Agreement permits eBay to share, and Participant to make a Permitted Use of, eBay Materials. The Parties recognize that the Machine Learning Dataset should only include public listing information that describes physical items, tangible services, or digital goods. The Parties agree to use good faith efforts to exclude and limit any personal data Processing through a combination of technical, organizational, physical, and legal controls. Although eBay uses methods to protect individual privacy of information in the Machine Learning Dataset, such as through the removal, aggregation, or obfuscation of identifying or identifiable information, the Parties acknowledge that the Machine Learning Dataset may include public user information, such as a public user ID, that is displayed and made freely available to the public and associated with all public eBay activity. The Parties independently and collectively confirm that the Machine Learning Dataset does not contain any Private Data.

Capitalized terms used shall have the meaning set forth in this Agreement.

2 Definitions

- 2.1 “Applicable Laws and Regulations” means all common law, statutes, statutory instruments, regulations, instruments, provisions and any code of practice as amended from time to time and the rules, principles and guidance stipulated by any Regulator as they apply to the Parties in the context of their roles and responsibilities under the Agreement, including but not limited to all privacy or information security laws, codes and regulations or other binding restrictions governing the Processing of data provided pursuant to the Agreement.
- 2.2 “eBay Materials” means the eBay Machine Learning Dataset, as eBay provides to Participant hereunder, including without limitation, any data, statistics, or computer code. Additional detail defining the eBay Materials is included in Exhibit A. These eBay Materials are expressly deemed Confidential Information.
- 2.3 “eBay Machine Learning Competition” or “Machine Learning Competition” means the competition as further described in Exhibit B.
- 2.4 “eBay User Privacy Notice” means eBay’s published privacy policy, as it may appear from time to time on the eBay website at <http://pages.ebay.com/help/policies/privacy-policy.html> or such other URL as eBay may reasonably use for that purpose, in effect at or reasonably near the time the eBay Machine Learning Dataset was collected or generated by eBay.

- 2.5 “Legal Process” means a data disclosure request made under law, governmental regulation, court order, subpoena, warrant, Regulator request, or other valid legal authority, legal procedure, or similar process.
- 2.6 “Permitted Use” means the eBay Materials may be used only to provide the Research as expressly defined herein for use in the eBay Machine Learning Competition.
- 2.7 “Private Data” means any nonpublic user information, such as the kinds described in eBay’s User Privacy Notice, that is or should be reasonably restricted by one or more privacy settings designed to control which individuals or entities can access or view such information. Private data expressly excludes: (a) eBay data that has been anonymized or aggregated, so that it can no longer be used by Participant or third parties to identify a specific natural person, including but not limited to data derived from “Confidential Information” (as defined in Section 5.1), (b) public listing information describing physical items, tangible services, or digitally delivered goods (c) public user information, as described in eBay’s User Privacy Notice, such as a public user ID, that is displayed and made freely available to the public and associated with all public eBay activity, and (d) public Participant data, such as personal data Participant provides to any public website(s) and/or leaderboard(s) administered under the Machine Learning Competition.
- 2.8 “Processing”, “Processes” or “Process” means any operation or set of operations which is performed upon eBay Materials, whether by automatic means or not, including but not limited to collection, recording, organization, storage, adaptation, alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction;
- 2.9 “Regulator” means any court, governmental body (or bodies) or regulatory or supervisory authority or organization having authority over all or any part of the eBay Materials, and charged with the enforcement of Applicable Laws and Regulations.
- 2.10 “Research” means the non-commercial research and analysis performed by Participant solely as part of the eBay Machine Learning Competition and solely on the eBay Machine Learning Dataset.
- 2.11 “Security Breach” means a compromise of the security, confidentiality, integrity, availability, or authenticity of eBay Materials or information systems in which eBay Materials are Processed. For the avoidance of doubt, a “compromise” includes, but is not

limited to, destruction, loss, misuse, theft or unauthorized access, acquisition, alteration, collection, use, disclosure, exposure, manipulation, retention, storage, or transfer.

- 2.12 “Territory” means the United States or on the Internet in connection with web sites directed primarily to the United States.
- 2.13 “Work Product” means all results, reports, analytical models, inventions, software or methodologies developed during the Research hereunder, and any other materials related to or derived from the eBay Materials that are incorporated in Work Product. Work Product may be further defined in Exhibit A.

3 Research.

- 3.1 Research. Subject to the terms of this Agreement, and the parties’ mutual agreement, Participant shall, to the best of his/her ability, render the Research as described in this Agreement. Participant agrees to exercise the highest degree of professionalism, and to utilize his/her expertise and creative talents in completing such Research in an ethical and compliant manner. In the event that Participant reasonably believes there is a conflict amongst Applicable Laws and Regulations, or that the eBay Materials, purposes of Processing, or terms of this Agreement conflict with Applicable Laws and Regulations, Participant will promptly inform eBay and the Parties shall cooperate in good faith to resolve the conflict and achieve an ethical and compliant solution.
- 3.2 Delivery of eBay Materials. eBay shall supply access to the eBay Materials via a method as eBay deems appropriate. eBay may issue updates to the eBay Materials as mutually agreed between the parties.
- 3.3 Work Product. The Work Product that Participant shall prepare and deliver to eBay following the Research shall include, without limitation, the following: (a) a summary of the results generated from the Research, including the predictions made via the software code/algorithm and (b) the software code/algorithm developed as a result of the Research.
- 3.4 Fees and Payment. The parties acknowledge that there shall be no fee associated with Participant’s provision of Research to eBay or to be paid by eBay hereunder.

4 License Grant.

- 4.1 License Grant. Subject to the terms and conditions herein, eBay hereby grants to Participant during the Term (as defined in Section 9.1) a non-exclusive, non-assignable, royalty-free, non-transferable license for Participant to make a Permitted Use of the eBay Materials in the Territory solely in connection with the Research. Participant may not use the eBay Materials in any way not expressly permitted herein nor shall Participant exceed ordinary use of eBay's web site to obtain any information, other than as provided by eBay to Participant pursuant to this Agreement.
- 4.2 Specific Prohibitions. Notwithstanding anything contrary in this Agreement, Participant is expressly prohibited from using the eBay Materials to do any of the following:
- (a) selling, transferring, sublicensing, and/or assigning any interest in the eBay Materials;
 - (b) transmitting or otherwise providing the eBay Materials to any third party or third party storage solution without the express written authorization of eBay, except as required by Applicable Laws and Regulations;
 - (c) using the eBay Materials to mention, contact, or communicate with users of any eBay web site, or to send or facilitate the sending of unsolicited communications of any type;
 - (d) taking or attempting to take any measures to identify, re-identify, track, monitor, or locate users of any eBay web site;
 - (e) combining or attempting to combine the eBay Materials with any other data or datasets (except publicly available postal code, time zone or shipping data as required for the eBay Machine Learning Competition), such as information made available through any eBay web site or API;
 - (f) using the eBay Materials for any kind of personal data or Private Data Processing except to the extent strictly necessary to comply with this Agreement (e.g. detecting, mitigating, and communicating a Breach);
 - (g) collecting or storing any kind of secret artifacts (e.g. tokens, credentials, etc.);
 - (h) displaying the eBay Materials in any form or manner that shall enable a third party to derive any information about eBay, its users or its business, except to the extent this is expressly authorized in writing by eBay;
 - (i) collecting personal data illegally or using illegal databases, or
 - (j) altering, modifying, combining, reproducing, selling, renting, distributing, or assigning the eBay Materials or any derivative work in any form to any third party.

- 4.3 Use and Display. Participant may not, without eBay's prior consent, use the eBay (or any affiliated entity) name, trademark, service mark, or other identifier, express or implied ("Marks") in any result, reports, study, publication, public display, or any other material. Participant is prohibited from displaying, either directly or indirectly, the eBay Materials in a public display on any website, or in any other form or manner.

5 Ownership.

- 5.1 Ownership of eBay Materials. eBay owns the eBay Materials and does not in any way assign, transfer, or convey title of the eBay Materials to Participant. Participant acknowledges and agrees that the eBay Materials and all right, title and interest, are and shall remain the exclusive property of eBay, including all Intellectual Property Rights (as defined in Section 5.2 below) therein. Participant acknowledges and agrees that Participant shall not use the eBay Materials for any use other than as described herein and shall not permit any third party to use the eBay Materials, without the prior written approval of eBay. Participant acknowledges that any unlicensed use of such eBay Materials may cause irreparable harm to eBay.

- 5.2 Ownership of Work Product. The parties agree that:

All Work Product containing eBay Materials shall be owned by eBay ("eBay Work Product"). To the extent legally able, Participant hereby assigns to eBay ownership of all right, title, and interest in and to any and all eBay Work Product, including ownership of all copyrights, trademarks (and any goodwill associated therewith), patents, trade secrets and all other intellectual property rights worldwide therein, whether now known or later developed ("Intellectual Property Rights").

All Work Product created solely by Participant with access to the eBay Materials, but that does not include eBay Materials, shall be owned by Participant including all Intellectual Property Rights ("Participant Work Product"). Participant grants to eBay a non-exclusive, royalty free, perpetual, irrevocable, worldwide, sublicensable, transferrable, license to use, reproduce, modify, distribute, publicly display, and prepare derivative works of Participant Work Product with the option to negotiate a separate, exclusive license under reasonable terms.

- 5.3 Publication. Participant agrees to submit to eBay for its review and comment a copy of any proposed publication or public disclosure resulting from the subject Research at least thirty (30) days prior to publication ("eBay Review Period"). As scientifically appropriate, Participant should include eBay as one of the authors on the publication. If eBay determines that the proposed publication/disclosure of Work Product contains eBay Confidential Information (as defined in Section 6.1 below) or misconstrues eBay's Confidential Information, Participant will work with eBay to redact and/or revise those objectionable portions of the proposed document/disclosure prior to publication or public disclosure. Participant agrees to give full consideration to all comments of eBay.

6 Confidentiality.

- 6.1 Confidential Information Defined. A party's "Confidential Information" is defined as any confidential or proprietary information of a party (the "Disclosing Party") which is disclosed to the other party (the "Recipient") in a writing marked confidential or, if disclosed orally, is identified as confidential at the time of disclosure and is subsequently reduced to a writing marked confidential and delivered to the other party within ten (10) days of disclosure, or would be understood to be confidential by a reasonable person under the circumstances, including without limitation all eBay user information. The terms of this Agreement shall be deemed Confidential Information. Further, Participant agrees that the eBay Materials received from eBay and all lists created or derived from such eBay Materials (whether licensed or not), shall be treated and maintained as Confidential Information under this Section 5.
- 6.2 Mutual Obligations. Each party shall hold the other party's Confidential Information in confidence and shall not disclose such Confidential Information to third parties nor use the other party's Confidential Information for any purpose other than as required to perform under this Agreement. The Recipient shall protect the confidentiality of the Disclosing Party's Confidential Information with the same degree of care that it uses with its own proprietary and confidential information of comparable value, but in no event less than reasonable care. Participant shall not, nor permit any third party not expressly authorized by eBay, to use the Confidential Information of eBay for any purpose other than in furtherance of the Research. Such restrictions shall not apply to Confidential Information which (a) is already known by the recipient, (b) becomes publicly known through no act or fault of the recipient, (c) is received by recipient from a third party without a restriction on disclosure or use, or (d) is independently developed by recipient without reference to the Confidential Information. The restriction on disclosure shall not apply to Confidential Information which is required to be disclosed by a court, government agency, regulatory requirement, or similar disclosure requirement, provided that the recipient shall first notify the disclosing party of such disclosure requirement or order and use reasonable efforts to obtain confidential treatment or a protective order. The parties' respective obligations hereunder shall survive the expiration or early termination of this Agreement for a period of five (5) years.
- 6.3 Confidential Treatment. Without limiting the foregoing, and subject to compliance with applicable law, each party agrees to notify the other in the event any element of this Agreement may need to be disclosed pursuant to any regulatory or other disclosure requirement, and to further seek confidential treatment requested by the other with respect to certain confidential elements of the Agreement and any documents related

thereto (including information relating to fees, payments and integration) in any governmental or public filings.

7 Security and Privacy.

- 7.1 Protecting eBay User Privacy. Participant agrees at all times to cause his/her work to comply with Applicable Laws and Regulations, eBay's User Privacy Notice, and industry best practices concerning information security, privacy, and data protection. Participant agrees to use suitable technical, physical, and legal measures, taking into account the state of the art, the costs of implementation, and the nature, scope, context, and purposes of Processing, to prevent persons who have not formally agreed to this Agreement from gaining access to the eBay Materials. Participant shall monitor for any Security Breaches and malicious activity affecting the eBay Materials. Participant shall maintain processes and procedures (appropriate security controls and measures) that ensure a level of security appropriate to the harm that might result from the unauthorized or unlawful access, use, alteration, disclosure, distribution, loss, destruction of or damage to, eBay Materials in his/her possession. This includes, but is not limited to, using reasonable encryption methods for securely transmitting information across wireless and wired networks and for securely storing eBay Materials according to its sensitivity and proportional to the risk that the inappropriate use or disclosure of that information could cause financial, physical, or reputational harm to an individual. Participant shall provide for physical security of eBay Materials and other eBay Confidential Information with the same degree of care (provided that such is at least a reasonable degree of care) that Participant uses to protect his/her own or third parties most sensitive data.
- 7.2 Connectivity Requirements. In addition to, and without limiting, other applicable requirements, in the event the Participant is permitted remote access (e.g., VPN, direct connection, etc.) to any internal eBay systems (including, without limitation, hardware, software, data, servers, personal computer or control devices, software or other system), services, or networks (collectively, "eBay Systems"), the Participant shall: (a) connect to eBay Systems only in the manner and through the means authorized by eBay, (b) not connect to, access or use (or attempt to do any of the foregoing) any eBay Systems without the prior authorization of eBay, (c) not enable bridging. Bridging of any eBay network (e.g., eBay intranet, etc.) and any other network is prohibited, (d) use strong encryption access methods for network based command and control or monitoring activities, (e) not use shared personal accounts, (f) not attempt to gain unauthorized access to any systems, infrastructure, or other user's account, (g) not store the PIN or password in the VPN client configuration when using two-factor authentication to the eBay network, (h) not physically store hardware-based authenticators for remote access with the device used to connect to the eBay network, (i) report to the sponsoring manager or designee when a hardware or software based authenticator is lost, stolen, or otherwise compromised, and (j) not use any eBay System in any way that (i) is illegal (ii) is abusive (iii) is harmful to or interferes with other eBay network or systems, or the network or systems of any other entity, or the use thereof (iii) infringes, misappropriates or otherwise violates the intellectual property, privacy or other proprietary rights of any party,

including eBay (v) creates a security risk or vulnerability or, (vi) attempts to do any of the foregoing.

- 7.3 **Communicating a Breach.** Upon discovering or otherwise becoming aware of an incident that may put eBay Materials or Private Data at risk (“Security Breach”), including, but not limited to, incidents involving the inadvertent or accidental collection, Processing, exposure, or disclosure of Private Data, or misuse of eBay Materials, Participant shall take all reasonable measures to mitigate the harmful effects of the Security Breach. Participant shall notify eBay of the Security Breach as soon as practicable, but without undue delay. Such notice will be made to eBay CSIRT at CSIRT@ebay.com and shall include, at the time of notification or as soon as possible after notification, details of the nature of the Security Breach and number of records affected, the category and approximate number of affected individuals, anticipated consequences of the Security Breach, and any actual or proposed remedies for mitigating the possible adverse effects of the Security Breach. Participant shall be liable for any of its acts and omissions relating to its obligations in this Agreement that result in a Security Breach, and Participant shall indemnify, defend and hold eBay harmless from and against all liabilities, costs, damages, claims and expenses relating to the Security Breach that arise from or in connection with Participant’s breach of its obligations stated in this Agreement.
- 7.4 **Limitation on Disclosure of Personal Data.** To the extent legally permitted, Participant shall immediately notify eBay in writing upon receipt of an order, demand, or document purporting to request, demand or compel the production of personal data to any third party. Participant shall not disclose personal data to the third party without providing eBay at least forty-eight (48) hours’ notice, so that eBay may, at its own expense, exercise such rights as it may have under Applicable Laws and Regulations to prevent or limit such disclosure. Notwithstanding the foregoing, Participant will exercise reasonable efforts to prevent and limit any such disclosure and to otherwise preserve the confidentiality of Private Data; additionally, Participant will cooperate with eBay with respect to any action taken pursuant to a Legal Process, including to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded to Private Data.
- 7.5 **How eBay May Use Participant Information.** eBay will use the personal data that Participant provides to administer the eBay Machine Learning Competition (including verifying Participant’s eligibility to participate in the eBay Machine Learning Competition). eBay may Process and retain Participant’s personal data on its servers in the U.S. and elsewhere in the world where its data centers are located. Any personal data provided by Participant to eBay during the eBay Machine Learning Competition will be maintained in accordance with eBay’s User Privacy Notice and any Applicable Laws and Regulations.

Participant agrees that eBay and its agents may use Participant’s name, likeness, team name, affiliation, nickname, and statements that Participant makes in relation to Participant’s project without compensation to promote the eBay Machine Learning

Competition, including publicly displaying it on any eBay Machine Learning Competition website(s) and/or leaderboard(s).

If Participant participates in the eBay Machine Learning Competition, then Participant gives eBay its permission to contact Participant, via the contact information supplied by Participant under the eBay Machine Learning Competition, should eBay have any questions regarding Participant's eBay Machine Learning Competition Submission.

- 7.6 How eBay May Share Participant Information. Participant's name and the Participant name may be displayed publicly on any eBay Machine Learning Competition website(s) and/or leaderboard(s).

8 eBay 2021 University Machine Learning Competition.

To be eligible to compete in the eBay Machine Learning Competition, Participant must comply with this Agreement, the rules of the eBay Machine Learning Competition attached as Exhibit B, and all eligibility requirements ("Contest Rules"), which are incorporated by reference.

9 Term and Termination.

- 9.1 Term. This Agreement shall commence on the Effective Date and continue for a period of one (1) year thereafter, unless earlier terminated pursuant to the terms of this Agreement ("Term").
- 9.2 Termination. eBay may terminate this Agreement upon thirty (30) days prior written notice for a material breach by the Participant and its failure to cure such breach during the thirty (30) day notice period. eBay may immediately terminate the Agreement if, in its reasonable discretion, Participant's use of the eBay Materials tarnishes, blurs, jeopardizes or dilutes the quality or user experience associated with eBay or the Marks; alternatively, instead of terminating the Agreement in total, eBay may specify that certain Participant uses may not contain the eBay Materials. In addition, eBay may terminate this Agreement for its convenience upon thirty (30) days' prior written notice to the other party.
- 9.3 Effect of Termination. Upon expiration or termination of this Agreement, or upon written request by eBay at any time, Participant shall immediately cease using and securely destroy all copies of the eBay Materials in its control or possession and any other material containing or disclosing any eBay Confidential Information. Additionally, upon expiration or termination of this Agreement, each party shall return to the other or destroy (and provide written certification to the other party of such destruction within ten (10) days of the expiration or termination of this Agreement) all other Confidential Information and any copies thereof, belonging to the other party. eBay Materials should

be disposed of in a method that prevents any recovery of the data in accordance with industry best practices for shredding of physical documents and wiping of electronic media (e.g. current version of 'NIST SP 800-88').

9.4 Survival. The following Sections will survive expiration or termination of this Agreement: 2, 5, 6, 7, 8, 9, 10, 11, 12, 13, 16, and 17.

10 Representations and Warranties.

Participant represents that (a) the eBay Materials, including without limitation any eBay Private Data, shall be treated in accordance with this Agreement; (b) the Participant has full right and authority to enter into this Agreement and to grant the rights and perform the Research hereunder provided; (c) it shall comply with all Applicable Laws and Regulations while performing the Research and the then-current eBay User Agreement and User Privacy Notice as required in Article 3.1 and those agreements are incorporated herein by reference; (d) the Research shall be performed, and the deliverables and Work Product and other matter contemplated hereunder shall be prepared and delivered, by the Participant in a timely manner and shall meet all mutually agreed specifications (e) the Work Product does not and shall not infringe upon any copyright, trademark, patent, trade secret, right of publicity or privacy, or any other intellectual property or proprietary right of any person, whether contractual, statutory or at common law; (f) The Participant has not used open source software in any manner that would or could, with respect to any Work Product, (i) require its disclosure or distribution in source code form, (ii) require the licensing thereof for the purpose of making derivative works, or (iii) impose any restriction on the consideration to be charged for the distribution thereof and (g) Participant shall not grant, directly or indirectly, any rights or interest whatsoever in the eBay Work Product to third parties.

11 Indemnification/Liability.

To the extent permitted by law, Participant agrees to defend eBay against claims and indemnify eBay against damages, losses, liabilities, costs and expenses (collectively, "Claims") which eBay may incur as a result of Participant's (i) use and storage of the eBay Materials and any third parties' actions arising from or relating to Participant's use of the eBay Materials and the performance of the Research, (ii) breach of the confidentiality obligations set forth in Section 5, or (iii) any breach of the representations and warranties set forth in Sections 8 and 14. eBay shall defend and indemnify Participant against any third parties' Claims arising solely from information contained in the eBay Materials that eBay provides to Participant pursuant to this Agreement, provided that Participant has used such information only as specified in this Agreement. The foregoing obligations are conditioned on the indemnified party: (i) giving the indemnifying party notice of the relevant claim; (ii) cooperating with the indemnifying party, at the indemnifying party's expense, in the defense of such claim; and (iii) giving the indemnifying party the right to control the investigation, defense and settlement of any such claim, except that the indemnifying party shall not enter into any settlement that affects the indemnified party's rights or interest without the indemnified party's prior written approval. The indemnified party shall have the right to participate in the defense at its expense.

12 Limitation of Liability.

WITH THE EXCEPTION OF THE INDEMNIFICATION OBLIGATIONS OF THE PARTIES PURSUANT TO SECTIONS 11 (INDEMNIFICATION) AND 16 (NO CONFLICT OF INTEREST), A BREACH OF THE CONFIDENTIALITY PROVISIONS OF SECTION 6, A BREACH OF THE LICENSE GRANT PROVISIONS OF SECTION 4, OR A BREACH OF THE SECURITY AND PRIVACY PROVISIONS OF SECTION 7, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOST OPPORTUNITIES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE AND REGARDLESS OF THE CAUSE OF ACTION UPON WHICH ANY SUCH CLAIM IS BASED. IN NO EVENT SHALL EBAY'S TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED FIFTY THOUSAND DOLLARS (US \$50,000).

13 Audit.

Participant shall, upon reasonable notice, allow its data processing resources, procedures and documentation to be inspected by eBay (or its designee) in order to ascertain compliance with this Agreement or any non-disclosure agreements between eBay and Participant. Participant shall fully cooperate with audit requests by providing access to relevant knowledgeable personnel, physical premises, documentation, infrastructure, and application software. During the Term and for a period of three (3) months thereafter, Participant agrees that, at any time during normal business hours, eBay may, upon reasonable notice to Participant, enter Participant's premises to audit Participant's security or privacy practices as it relates to its obligations and responsibilities under this Agreement. eBay agrees, during such audit, that it shall not unreasonably interfere with Participant's business.

14 Independent Contractor Relationship.

Participant's relationship with eBay shall be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, agency, joint venture, or employer-employee relationship between eBay and Participant. Participant is not authorized to make any representation, contract, or commitment on behalf of eBay. Participant is not and shall not be entitled to any of the benefits which eBay may make available to its employees, such as group insurance, profit sharing or retirement benefits. Participant shall be solely responsible for, and shall file on a timely basis, all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to Participant's performance of Research and receipt of fees under this Agreement, if any. Participant is solely responsible for expenses incurred in the course of performing Research under this Agreement. eBay shall not make payments for social security, federal, state or any other employee payroll taxes; make unemployment insurance or disability insurance contributions; or obtain worker's compensation

insurance on Participant's behalf. In further recognition of the fact that Participant is not an employee of eBay, Participant agrees not to make, and waives and releases any rights to make, any claim Participant might have against eBay that relates to or arises from any illness or injury Participant sustains while performing Research under this Agreement that may arise pursuant to applicable workers' compensation laws. Participant agrees to accept exclusive liability for complying with all applicable state and federal laws, including obligations such as payment of taxes, social security, disability and other contributions. Participant is free to enter any contract to provide Research to other business entities, except any contract which would induce Participant to violate this Agreement. Participant agrees not to export, directly or indirectly, any U.S. source technical data acquired from eBay or any products utilizing such data to countries outside the United States, which export may be in violation of the United States export laws or regulations.

16 Conflict of Interest.

The Participant represents there are no known conflicts of interest that would be inconsistent or incompatible with the Participant obligations, or the scope of Research rendered for eBay, under this Agreement. The Participant will inform eBay immediately if a conflict of interest arises.

17 General.

This Agreement shall be governed by the laws of the State of California excluding its conflicts of laws principles. Any disputes under this Agreement will be brought in the state courts and the Federal courts located in Santa Clara County, California and the parties hereby consent to the personal jurisdiction and venue of these courts. This Agreement constitutes the entire Agreement and supersedes all prior or contemporaneous oral or written agreements regarding the subject matter hereof. Both parties agree to follow all Applicable Laws and Regulations with regard to this transaction. No supplement, modification, or amendment of this Agreement will be binding, unless executed in writing by a duly authorized representative of each Party to this Agreement.

If any provision of this Agreement is held unenforceable, that provision shall be severed and the remainder of this Agreement shall continue in full force and effect. Neither this Agreement nor any of the rights or obligations hereunder shall be assigned by either party without the prior written consent of the other party, provided that either party may assign this Agreement to the successor of its business or purchaser of all or substantially all of its assets. If performance hereunder is interfered with by any condition beyond a party's reasonable control, the affected party shall be excused from such performance to the extent of such condition. If any provision of this Agreement is deemed illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect. The waiver of a breach hereunder does not waive any other or subsequent breach. Except as otherwise specified, any notices hereunder shall be in writing and delivered to (a) eBay by sending notice via overnight delivery service (which shall be effective when delivered), or certified mail, return receipt requested (which shall be effective when signed for) to the address first written above, and (b) Participant by sending notice via certified mail, return receipt requested (which shall be effective when signed for) to the address first written above. The headings, subheadings, and other captions in this Agreement are for convenience and

reference only and shall not be used in interpreting, construing, or enforcing any of the provisions of this Agreement. The parties agree that this Agreement shall be deemed to have been jointly drafted by them, and that the provisions of this Agreement therefore should not be construed against a party on the grounds that the party drafted such provisions

In Witness Whereof, the parties have executed this Agreement as of the Effective Date.

“eBay”

Signed: Senthil Padmanabhan
Name: Senthil Padmanabhan
Title: Vice President, Technical Fellow
Date: 8/23/2021



“Participant”

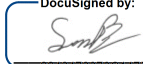
Signed: 
Name: Sunay Bhat
Address: 1440 Veteran Ave APT 616
Los Angeles California 90024
United States
Date: September 2, 2021
Team Name: SGB1
Email Address: sunaybhat1@ucla.edu
University/Academic Institution:
University of California, Los Angeles

EXHIBIT A

1. eBay Materials Provided: eBay data, expressly the Machine Learning Dataset for the eBay 2021 Machine Learning Competition, described below along with IT access to said data through a Google Drive share, or other means at eBay's discretion. This is the only eBay provided dataset that may be used for this Competition.

2. Specific Work Product/Output: (a) A summary of the results generated from the Research, including the predictions made via the software code/algorithm and (b) the software code/algorithm developed as a result of the Research.

EXHIBIT B

EBAY 2021 UNIVERSITY MACHINE LEARNING COMPETITION OFFICIAL RULES

OPEN TO APPLICANTS WHO ARE LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE 18 YEARS OF AGE AND OLDER, WHO ARE PHYSICALLY LOCATED AND RESIDE IN THE UNITED STATES OR DISTRICT OF COLUMBIA, AND WHO ARE ELIGIBLE TO RECEIVE THE PRIZE PURSUANT TO THE RULES BELOW.

VOID FOR ALL OTHERS AND WHERE PROHIBITED.

NO PURCHASE NECESSARY TO ENTER OR WIN

1. ELIGIBILITY

The *eBay 2021 University Machine Learning Competition* (*the “Contest” or “Challenge”*) is open to legal residents of the fifty (50) United States and the District of Columbia, who are 18 years of age and older, who are physically located and reside in the United States or District of Columbia, and who are students at an accredited College or University at time of entry through time of prize award (each referred to in these rules as a “Participant”, “entrant”, “you”). Void where prohibited.

Residents of Crimea, Cuba, Iran, Syria, North Korea, Sudan, or any other place prohibited by law are not eligible for this Challenge. Employees, directors and officers, and immediate family or household members (spouse, parents, children, siblings, and their respective spouses, and their respective household members, whether related or not) of eBay Inc. (“eBay”) and its affiliates, subsidiaries, and divisions (“eBay Entities”) (eBay and eBay Entities collectively, “Sponsor”) may not enter this Contest. This contest is subject to all applicable federal, state, and local laws. US law governs this Contest and personal jurisdiction shall exclusively be the state and federal courts located in Santa Clara, California.

Eligible individuals and teams of no more than 5 eligible individuals per team may participate in the contest. Each participant or at least one person per team of participants must be prepared to receive the contest prize of an internship at eBay.

Participants in the Challenge must be capable of verifying identity and legal authority to work in the United States for the duration of the internship. Internships will be conditioned upon submission of satisfactory documentation. Acceptance into eBay’s internship program is also contingent upon a background and educational verification. eBay will make no exceptions to these eligibility requirements. Employment as an eBay intern is also subject to acceptance of the terms of eBay’s employment agreement, arbitration agreement, and Intern Proprietary Information and Inventions Assignment Agreement (collectively, the “Internship Agreements”). Internship offers may be rescinded on the basis of unsatisfactory documentation,

failure to accept eBay's Internship Agreements, or other reasonable bases including but not limited to discovery of rule violations or misconduct.

2. CONTEST PERIOD

The Contest is scheduled to begin on August 23rd, 2021 at 12:00:00 AM Pacific Time (PT) and end on January 7th 2022 at 11:59:59 PM PT (the "Contest Period"). The Contest Period and Competition deadlines are subject to change, cancelation, or other additional deadlines that may be introduced before or during the Competition. **Please note - any change to the Contest Period or submission deadlines will be posted on EvalAI and/or communicated by email.**

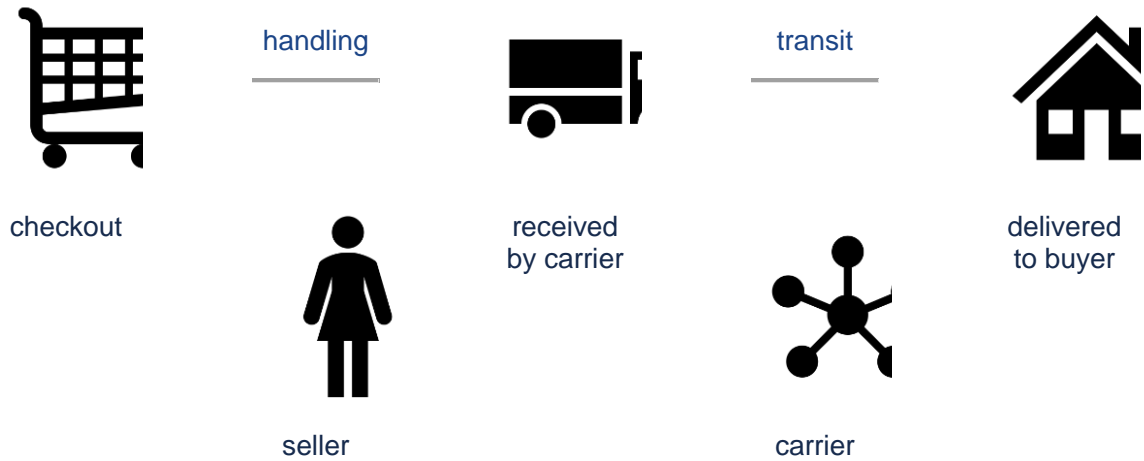
3. HOW TO ENTER:

The challenge will be hosted on the open-source platform EvalAI. Participants may register for the Contest through EvalAI and submit contest files through the EvalAI platform ("the Entry"). In addition:

- a. Each individual Participant **MUST** submit a signed data agreement. Each individual Participant **MUST** specify ONE team of which the individual will be a member, even if said team consists of only one team member. Each individual Participant **MUST** only participate on ONE team.
- b. One team member **MUST** register the **team** on EvalAI.

4. TECHNICAL PROBLEM BACKGROUND & DATA DESCRIPTION

The question we invite you to address is to estimate the delivery date of shipments of online purchases. The shipments come from a diverse set of sellers on eBay, ranging from people selling items from their households to large business sellers. This journey of a package from a seller to buyer is made up of 2 parts. The first part is the handling time, which covers the time taken by the seller to package the item until it is handed over to the carrier. The second part is the transit time, which is the time taken by the carrier to deliver the package.



The objective is to estimate the total number of calendar days (after payment) it will take to have a purchased item show up at the buyer's address. This is equivalent to estimating the delivery date using the formula:

$$\text{payment date (local time)} + \text{delivery calendar days} = \text{delivery date (local time)}.$$

Participants should provide this delivery date in their submissions.

Data

The dataset consists of 20 million randomly selected shipments from transactions on eBay. We also provide an Annexure document that describes the columns.

These shipment records will be split into three groups:

Training set (15 million records)

Quiz set (2.5 million records),

Test set (2.5 million records).

These three separate sets are intended for different purposes. All records will include a record identifier and anonymized identifiers for the seller, the shipping service, and the category of items.

The training set is intended for participants to build their models/prediction system. The actual delivery dates will be provided for each record. The quiz data is used for leaderboard scoring. The values in the delivery date column will not be provided for the quiz set.

Both the training and the quiz sets are expected to be released when the competition opens on August 23, 2021.

The test set is used as one of the main factors to determine the winner, and it will only be distributed to the top-scoring teams after the competition closes on EvalAI on January 7, 2022.

Participants are expected to have their models/prediction system ready to score and submit their predictions within a few days of being contacted by eBay after the competition ends. Similar to the quiz set, the values for the delivery date column will not be provided for the test set.

Please check the Annexure document for comprehensive details about the data fields.

5. IDENTIFICATION OF WINNING TEAM

At the end of the Contest Period, Sponsor will select a winning team according to (1) adherence to all of the agreement and rules herein, (2) the loss score computed on the test set (lower is better), and (3) a final English description of the code solution. A potential tie-break may be partially decided according to the loss score computed on the quiz set. See Section 8 for details of the loss score calculation.

Winners will be notified on or about **January 28, 2022**. If any part of the competition is unable to take place as planned, for any reason, no winner will be announced.

Winning is subject to validation and verification of eligibility and compliance with all terms and conditions set forth in these Official Rules and the eBay 2021 University Machine Learning Competition Data Use and Research Agreement. Sponsor reserves the right to disregard any entry it reasonably deems ineligible or fraudulent or in violation of these Rules or Agreements, as well as any eBay policies or procedures. Determination of the winner is subject to validation and verification of eligibility and compliance with all terms and conditions set forth in these Official Rules and the Competition Agreement.

6. REQUIREMENTS OF TEAMS AND TEAM MEMBERS

- a. A team **MUST** limit to one (1) registration on EvalAI.
- b. Individuals **MUST** only participate as a member of **ONLY ONE** team.

7. REQUIREMENTS OF WINNING METHOD

The following are technical requirements for any winning method to the competition that MUST be implemented:

- a. The leaderboard on EvalAI will have a submission by eBay marked as the “Baseline” submission. The winning method must score better than the Baseline submission.
- b. The winning method **MUST** process data from the Machine Learning Dataset for the eBay 2021 Machine Learning Competition, and use input from that to arrive at the predictions. No other dataset, model, or code (other than open source, as described in section (d) below) may be used, with the exception of publicly available and freely usable

data related to US Postal Codes and/or Time Zones. In case such additional data is used it must be provided to eBay in its entirety upon request..

- c. Participants **MUST NOT** hand label or hand annotate (i.e., annotate by human effort) the data provided or any submissions. eBay maintains the right to test any model built to verify the authenticity of the submission. eBay maintains the right to revoke a ranking if hand labeling is detected.
- d. The winning method **MUST NOT** limit commercial use of the code, data, or any model containing or depending on the code. In particular, the winning method **MUST NOT** require any third-party licenses to use the data, model, or software, nor depend on anything else that would prevent eBay from using the winning method for commercial or any other purposes. However, open source software and public domain algorithms and data **MAY** be used in the winning method if licensed for commercial use and/or publicly available under an Open Source Initiative-approved license (see www.opensource.org).
- e. The winning method **MUST** be described according to the written description requirement (see Section 10).
- f. The winning method **MUST** be the original work of the team (though, use of open source software allowing commercial use is permitted, as described above).
- g. The winning method, or parts of the winning method, **MUST NOT** be shared with another team.

8. SCORING OF SOLUTIONS

An ideal model/prediction system will make no errors and predict the delivery date accurately for each shipment (or equivalently, accurately predict the number of delivery calendar days). However, such a model is unrealistic, and there will be some prediction errors. From a business point of view, it is a worse experience for a buyer if a shipment arrives after the estimated delivery date (“late shipment”) as compared to arriving before the estimated delivery date (“early shipment”). Therefore, the loss (penalty) function used to score submissions gives a different weight to late shipments as compared to early shipments. The following formula gives the precise loss (penalty) function used for this competition:

$$L = (1 / N) \cdot (\alpha \cdot \sum_{\text{late shipments}} (\text{estimated delivery date} - \text{actual delivery date}) + \beta \cdot \sum_{\text{early shipments}} (\text{actual delivery date} - \text{estimated delivery date}))$$

where $\alpha = 0.4$ and $\beta = 0.6$ and N =number of records in the scored dataset
or equivalently:

$$L = (1 / N) \cdot (\alpha \cdot \sum_{\text{late shipments}} (\text{estimated delivery date} - \text{actual delivery date}) + \beta \cdot \sum_{\text{early shipments}} (\text{actual delivery date} - \text{estimated delivery date}))$$

where $\alpha = 0.4$ and $\beta = 0.6$ and N =number of records in the scored dataset

The resulting quantity L can be called the loss, the penalty, or the score. **Lower** scores L represent **better** submissions. In the case of a tie by the test set score, the score computed on the quiz set will be used in the process of selecting the winner. L can be interpreted as the weighted average absolute error of the delivery predictions in days.

9. HOW TO SUBMIT RESULTS FOR SCORING

The file submitted to EvalAI should be tab-separated data, one line per record. Each line should contain two values, first the record identifier from the distributed dataset, which is an integer, and second the predicted delivery date as a string in the format **YYYY-MM-DD**. The file name should consist of letters, digits, and underscores, and in particular, should not contain spaces nor control characters and should end on .tsv or .tsv.gz. In the latter case, the file is expected to be gzip-compressed. There should be **no** header line with the column names. The submitted file must contain exactly one line (a record) per record from the distributed quiz (or test) dataset. In other words, the delivery dates for the entire quiz (or test) dataset should be predicted, and each record should be assigned exactly one delivery date. Submission to EvalAI for leaderboard scoring uses the quiz dataset.

10. WRITTEN DESCRIPTION REQUIREMENT BY EACH TEAM

As determined by the Sponsor, teams that may be eligible to win the competition (e.g., teams that place highly on the Leaderboard) are required to share their method with eBay, including computer code used in the method, and written documentation of the code in English.

The description of the method must be in written English, with sufficient detail so that a knowledgeable computer scientist has all the necessary information to implement the method and to be able to reproduce the results. The teams that are eligible to win shall reasonably cooperate with eBay in case of implementation or verification issues.

11. GENERAL RULES

Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of such term or any other provision. Sponsor reserves the right to disqualify any entrant who violates the rules or interferes with the Contest in any manner.

Sponsor reserves the right to disqualify any winner whose winning method fails to satisfy the conditions or rules herein, or who fails to disclose the method to eBay.

Sponsor further reserves the right to cancel, terminate, or suspend this Contest, at its sole discretion, in the event of a technical failure, computer virus or bug, unauthorized human intervention, fraud or any other occurrence or cause beyond its control that corrupts or adversely affects the administration, security, fairness or normal operation of the Contest.

The Sponsor reserves the right, in its sole and absolute discretion, to cancel, amend or suspend this Contest, or to amend these Official Rules, without prior notice or obligation, in the event of any accident, printing, administrative, or other error or any kind, or for any other reason. Updates or clarifications to these Official Rules may be posted to the Competition EvalAI site.

12. PRIZE DESCRIPTION

Assuming they are legally eligible to work in the United States and are eligible according to Section 1, members of the winning team (team maximum of 5 people) will be offered an internship for **Summer 2022** at eBay Inc. The 12-week internship is currently expected to take place at eBay's San Jose, CA headquarters and will be fully paid, including furnished summer housing. Note that the internship location may be remote, and housing/travel benefits are subject to change, based on Sponsor's judgment of conditions in Summer 2022 - in particular Sponsor will evaluate pandemic conditions, such as those due to the COVID-19 virus, before finalizing location and housing/travel details of the internship.

13. ENTRANT'S REPRESENTATIONS AND WARRANTIES

Each entrant represents and warrants that he/she is the original author and creator of the Entry and that the Entry complies with these Official Rules and the Competition Agreement.

14. LIMITATIONS OF LIABILITY

ENTRANTS HEREBY AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS SPONSOR, ITS AFFILIATES, SUBSIDIARIES, DIVISIONS, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES AND SHAREHOLDERS (COLLECTIVELY, THE "RELEASEES") FROM ANY CLAIMS, ACTIONS, LOSSES, LIABILITIES, COSTS AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES), INJURY, LOSS OR DAMAGES OF ANY KIND (COLLECTIVELY, "CLAIMS") RESULTING FROM PARTICIPATING IN THE CONTEST. THIS LIMITATION OF LIABILITY IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND.

15. DISPUTES

The Sponsor will attempt to resolve any issues and questions concerning the construction, validity, interpretation and enforcement of these Official Rules. Sponsor reserves the right to interpret, enforce, or not enforce a rule based on judgment and fairness.

In the event of continued dispute, except where prohibited, all remaining issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Eligible Participant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules that would cause the application of the laws of any jurisdiction other than the State of California.

In the event of any discrepancy or inconsistency between the terms and conditions of these Official Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to: the Website and/or point of sale, television, print or online advertising; the terms and conditions of these Official Rules shall prevail, govern and control.

16. SPONSOR

The Sponsor of this Contest is eBay Inc., 2145 Hamilton Avenue, San Jose, CA 95125.

Certificate Of Completion

Envelope Id: B14E6F0A0B2B4A7F81C67F7181286762

Status: Completed

Subject: Please DocuSign: MP NA - Competition Data Use Research Agreement sunaybhat1@ucla.edu

Source Envelope:

Document Pages: 23

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Tiffany Sandoval

AutoNav: Enabled

2145 Hamilton Avenue

Envelopeld Stamping: Disabled

San Jose, CA 95125

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

tsandoval@ebay.com

IP Address: 172.91.65.206

Record Tracking

Status: Original

Holder: Tiffany Sandoval

Location: DocuSign

9/2/2021 11:25:46 PM

tsandoval@ebay.com

Signer Events

Sunay Bhat

sunaybhat1@ucla.edu

Security Level:

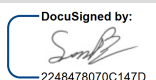
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Signature

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Viewed: 9/2/2021 11:26:22 PM

Signed: 9/2/2021 11:29:30 PM

Electronic Record and Signature Disclosure:

Accepted: 9/2/2021 11:26:22 PM

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

ML Challenge Team

MLChallenge@ebay.com

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 9/2/2021 11:29:31 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

9/2/2021 11:25:50 PM

Certified Delivered

Security Checked

9/2/2021 11:26:22 PM

Signing Complete

Security Checked

9/2/2021 11:29:30 PM

Completed

Security Checked

9/2/2021 11:29:31 PM

Payment Events**Status****Timestamps**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, eBay - Ariba (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact eBay - Ariba:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: DL-ebay-DocuSignAdministrator@ebay.com

To advise eBay - Ariba of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at DL-ebay-DocuSignAdministrator@ebay.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from eBay - Ariba

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to DL-ebay-DocuSignAdministrator@ebay.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with eBay - Ariba

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to DL-ebay-DocuSignAdministrator@ebay.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify eBay - Ariba as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by eBay - Ariba during the course of your relationship with eBay - Ariba.