

AMENDMENT __
to the
API LICENSE AGREEMENT

This Amendment __ (“Amendment __”), effective as of the later of the two signature dates below (the “Effective Date of Amendment __”), is entered into between eBay Inc. (“eBay”) and _____ (referred to herein as “You”) and shall serve to amend the API License Agreement between eBay and You with an effective date of _____, 200_ (“Agreement”).

WHEREAS, You desire to receive access to eBay’s PlaceOffer functionality;

WHEREAS, You understand and agree that your access to PlaceOffer is permitted only under the terms and conditions set forth in the Agreement;

WHEREAS, the parties wish to amend the Agreement, as set forth below.

NOW, THEREFORE, for mutual and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereby agree as follows:

1. You are hereby granted limited access to eBay’s PlaceOffer functionality (“PlaceOffer”) as a Permitted Use under the Agreement.
2. The parties agree to add the following at the end of Section 16 to the Agreement:

“You hereby acknowledge and agree that:

- (i) You will not make any public statement regarding the terms of this Amendment __ without eBay’s prior written approval, which may be withheld in eBay’s sole discretion;
- (ii) You will not provide or operate an automated sniping tool (defined as any application or feature of an application that places a bid (or bids) on a buyer’s behalf based on time remaining or at a scheduled time); and
- (iii) You will use PlaceOffer in accordance with the following guidelines:
 - (a) Your Application using PlaceOffer is subject to certification as set forth in the Agreement;
 - (b) automated use of PlaceOffer may not be specifically scheduled for a later time, and
 - (c) use of PlaceOffer must be made in accordance with the eBay User Agreement and bidding policies.”

3. You may not transfer or assign your right to access PlaceOffer. Modification, reverse engineering, reverse compiling, or disassembly of PlaceOffer is expressly prohibited.
4. eBay may, in its sole and exclusive discretion, terminate this Amendment __ upon delivery of written notice to You. Upon termination, you agree to destroy any PlaceOffer calls, tools or source code, together with all copies and merged portions in any form.

In Witness Whereof, the parties hereto have executed this Amendment __ as of the Effective Date of Amendment __. In the event of a conflict between the terms of the Agreement and the provisions of this Amendment __, this Amendment __ will govern and control with respect to the transactions contemplated by this Amendment __. Other than the addition of the changes above, the terms and conditions of the Agreement remain unchanged and in full force and effect.

EBAY INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____