

Application for a System Developers Kit (SDK) for Questimates™ Pricing-Modules

The Applicant agrees to be bound by the following terms:

- 1) The information provided in the SDK is property of Mark-H. Krieger and is provided free of charge to the Applicant to develop Pricing-Modules for Questimates™ at Mark-H. Krieger's sole discretion.
- 2) The usage of the information contained in the SDK is at Applicant's own risk.
- 3) The Applicant will not make this information available to any third party unless this is necessary for the development of such modules and will instruct these parties to not make this information accessible to any other parties in any way.
- 4) The Applicant has to purchase one copy of Questimates™ to be eligible for the SDK and Mark-H. Krieger grants the right for up to five development and testing installs of the server-parts in addition to the one install Questimates™ allows.
- 5) It is understood that Mark-H. Krieger can revoke the right to use this SDK if he deems that the Applicant has breached this agreement or harmed the Questimates™-system or standards in any way.
- 6) It is understood that Mark-H. Krieger can change at any time the procedures necessary to obtain a current SDK and the applicant has no implied right to any further SDK, by being granted this SDK.
- 7) In the event of revocation or non-renewal of the SDK, the Applicant has no rights to the SDK and agrees to hold harmless Mark-H. Krieger against any claims or legal actions that could arise out the revocation or non-granting of an SDK.
- 8) The Applicant agrees to follow the procedures laid out in the SDK for the system-integration of their modules for the good of the system.
- 9) The Applicant HAS TO register the name of the module with Mark-H. Krieger if this module is to be distributed to any user other than the Applicant to avoid compromising the system. (DIST.)
- 10) The Applicant CAN register the name of the module with Mark-H. Krieger even if this module is not to be distributed to any user other than the Applicant to avoid compromising the system. (INT.)
- 11) If a module has been registered under (INT.) and the Applicant wishes to change the registration to (DIST.), the Applicant acknowledges that a name-change might be required if other developers have also registered the same name for (INT.).
- 12) The Applicant agrees to provide Mark-H. Krieger with a compiled copy of every REGISTERED ((DIST.) or (INT.)) module developed. Any application made under (DIST.) has to be distributed in a reasonable time after registration or it may be reverted to a (INT.).
- 13) The Applicant has the right to distribute the developed modules (DIST.) in any way the Applicant chooses, provided that the system or standard is not being harmed by the means of the distribution.
- 14) A link on the Questimates™ website to the Applicant's website of distribution may be provided by Mark-H. Krieger at his sole discretion.
- 15) Any moneys earned by the Applicant from such distribution is the sole property of Applicant and Mark-H. Krieger has no rights to these.
- 16) If any part of this agreement is declared illegal or non-enforceable by law, every other part will remain intact.

Applicant

City, Date