



## PAINT DURABILITY RESEARCH MATERIALS LICENSE AGREEMENT

This **PAINT DURABILITY RESEARCH MATERIALS LICENSE AGREEMENT** (the “Agreement”), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Zestar Corporation (“Licensor”), a corporation duly organized and existing under the laws of the State of Michigan, and \_\_\_\_\_ (“Licensee”) having a principal place of business at \_\_\_\_\_.

### WITNESSETH

WHEREAS, Licensor has conducted extensive research on the raw paint thickness measurements of over 11,000 vehicles in excess of 1 million individual measurements. The same vehicles were correlated with approximately 9 million vehicles released to the market.

WHEREAS, Licensor will grant a non-exclusive right to the Licensee to review the paint durability data in accordance with the terms and conditions set forth in this Agreement.

### DEFINITIONS

The following definitions apply to this agreement

**Durability Analysis** – Prime paint thickness measurements collected on 11,000 vehicles and correlated against the published automakers’ engineering specifications.

**Individual Analysis** – Paint thickness measurements collected on 1 vehicle consisting of one, not all, of the multiple layers that comprise a vehicle finish. Single vehicle’s paint thickness measurements are correlated against the published automakers’ engineering specifications.

**Technology** – Any of the analysis individually or in combination being offered by the Licensor. It includes the following: 1) Durability Analysis, 2) Individual Analysis or 3) Durability Analysis and Individual Analysis.

**1 Day** – Defined as two consecutive four hour periods occurring within a nine hour time span.

**1 Week** – Defined as five consecutive weekdays. Each weekday consists of two consecutive four hour periods occurring within a nine hour time span.

**1 Month** – Defined as twenty-three consecutive weekdays. Each weekday consists of two consecutive four hour periods occurring within a nine hour time span.

**Internal Use** – Shall mean the use of Licensor’s technology for evaluation, development, customer support, review and use in a legal cause of action.

## **OWNERSHIP**

Licensee acknowledges the following in respect to the non-exclusive license:

- 1) Licensee acknowledges technology is the property of Zestar Corporation and no part of it may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, photographing, recording, and scanning except as noted in this Agreement.
- 2) Licensee acknowledges that all right, title and interest in Licensor's Technology are exclusively owned by Licensor. Licensee receives no licenses except as expressly granted in this Agreement. Licensee agrees that it will not assert any intellectual property ownership or other proprietary rights in Licensor's Technology or any part of these items or in any derivative work of these items.
- 3) Except for the right to use Licensor's Technology as set forth in this Agreement, nothing contained in this Agreement shall be construed as to grant Licensee any right, title or interest in or to any intellectual property of Licensor's Technology.

## **TECHNOLOGY LICENSE**

- 1) Subject to the terms and conditions, Licensor grants Licensee a limited, non-exclusive license to summarize Technology by automaker, vehicle model, production facility, coating and defect rate for the Licensee's internal use through handwritten devices which will be provided by Licensor.
- 2) Licensee has the right to review the Technology for the time period selected with payment. The time periods are 1 Day, 1 Week and 1 Month.
- 3) Licensee acknowledges that technology is available for review under the following conditions:
  - a) Site, time, and date designated by Licensor in the Detroit, Michigan metropolitan area.
  - b) No cell phones, cameras, recording devices, calculators, computers, or any electronic devices present when reviewing materials.
  - c) Licensor and/or Licensor's representative(s) present at all times during Licensee review of Technology.
- 4) Licensee has the right to purchase an additional separate individual analysis per vehicle for any or all of the 11,000 vehicles' durability analysis for Licensee's Internal Use only. Individual licenses are \$75 per vehicle per individual coating layer. Licensee shall not be authorized or permitted, unless Licensor has agreed in writing, to: a) assign, b) modify, c) distribute, e) publish, f) copy, g) sublicense, and h) offer for sale any individual license(s) to any third party.

## **PROPRIETARY RIGHTS – INDEMNIFICATION**

To the maximum amount permitted by applicable law, Licensee shall indemnify and hold Licensor harmless against any action based on any claim arising from the conduct of Licensee's business which may or may not be known to Licensor involving the use of Licensor's Technology. This includes the obligation of Licensee to defend at its expense all suits against Licensor based upon such a claim.

## **DISCLAIMER OR WARRANTY AND LIMITATION OF DAMAGES**

**LICENSOR PROVIDES THE LICENSOR TECHNOLOGY TO LICENSEE ON AN "AS IS" BASIS. LICENSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, STATUTORY OR IMPLIED, REGARDING THE LICENSOR TECHNOLOGY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**IN NO EVENT SHALL LICENSOR BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, LOSS OF USE, DATA OR PROFITS, INTERRUPTION OF BUSINESS OR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER IN AN ACTION FOR CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTY OR EXCLUSION OF DAMAGES IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY SUCH PROVISION. FURTHER, IN THE EVENT THAT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATION OF LIABILITY AND EXCLUSIONS OF DAMAGES SHALL REMAIN IN EFFECT. THE LIABILITY OF EACH PARTY, RESPECTIVELY, IN ANY SINGLE EVENT OR IN THE AGGREGATE, SHALL NOT EXCEED THE FEES PAID BY LICENSEE TO LICENSOR HEREUNDER.**

## **MODIFICATIONS**

All additions or modifications to this Agreement must be made in writing and must be signed by both parties to be effective.

## **ENTIRE AGREEMENT**

This Agreement contains the entire understanding and agreement of the parties relating to the subject matter hereof. Any representation, promise, or condition not explicitly set forth in this Agreement shall not be binding on either party.

## **APPLICABLE LAW**

This agreement shall be treated as though it were executed and performed in the State of Michigan, without regard to their conflict of laws principle. Should a dispute arise concerning the terms and conditions of this Agreement or the breach of same by any party hereto, the parties agree that the courts of general jurisdiction located within Wayne County, Detroit, Michigan, USA will have jurisdiction.

**IN WITNESS THEREOF**, the parties have executed this Agreement as the date first stated above:

LICENSOR: Zestar Corporation  
43422 West Oaks Drive, PMB 328  
Novi, MI 48377

LICENSEE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_