



Purchase Order Terms & Conditions

1. SERVICES & DELIVERABLES.

Seller agrees to perform the services ("Services") and/or provide the goods or Service deliverables (collectively referred to as "Goods"), described in any LIGHT SOURCE 1, INC. purchase order, in accordance with the applicable LIGHT SOURCE 1, INC. purchase order, scope of work and with these Terms and Conditions ("Agreement"). Upon acceptance of a purchase order, shipment of Goods or commencement of a Service, Seller shall be bound by the provisions of this Agreement, including all provisions set forth on the face of any applicable purchase order, whether Seller acknowledges or otherwise signs this Agreement or the purchase order, unless Seller objects to such terms in writing prior to shipping Goods or commencing Services. This writing does not constitute a firm offer, and may be revoked at any time prior to acceptance. This Agreement may not be added to, modified, superseded or otherwise altered, except by a writing signed by an authorized LIGHT SOURCE 1, INC. representative. Any terms or conditions contained in any acknowledgment, invoice or other communication of Seller, which are inconsistent with the terms and conditions herein, are hereby rejected. To the extent that this Agreement might be treated as an acceptance of Seller's prior offer, such acceptance is expressly made on condition of assent by Seller to the terms hereof and shipment of the Goods or beginning performance of any Services by Seller shall constitute such assent. LIGHT SOURCE 1, INC. hereby reserves the right to reschedule any delivery or cancel any purchase order issued at any time prior to shipment of the Goods or prior to commencement of any Services. LIGHT SOURCE 1, INC. shall not be subject to any charges or other fees as a result of such cancellation.

2. DELIVERY.

Time is of the essence. Delivery of Goods shall be made pursuant to the schedule, via the carrier and to the place specified on the face of the applicable purchase order. LIGHT SOURCE 1, INC. reserves the right to return, shipping charges collect, all Goods received in advance of the delivery schedule. If no delivery schedule is specified, the order shall be filled promptly and delivery will be made by the most expeditious form of land transportation. If no method of shipment is specified in the purchase order, Seller shall use the least expensive carrier. In the event Seller fails to deliver the Goods within the time specified, LIGHT SOURCE 1, INC. may, at its option, decline to accept the Goods and terminate the Agreement or may demand its allocable fair share of Seller's available Goods and terminate the balance of the Agreement. Seller shall package all items in suitable containers to permit safe transportation and handling. Each delivered container must be labeled and marked to identify contents without opening and all boxes and packages must contain packing sheets listing contents. LIGHT SOURCE 1, INC.' purchase order number must appear on all shipping containers, packing sheets, delivery tickets and bills of lading.

3. IDENTIFICATION, RISK OF LOSS & DESTRUCTION OF GOODS.

Seller assumes all risk of loss until receipt by LIGHT SOURCE 1, INC. Title to the Goods shall pass to LIGHT SOURCE 1, INC. upon receipt by it of the Goods at the designated destination. If the Goods ordered are destroyed prior to title passing to LIGHT SOURCE 1, INC., LIGHT SOURCE 1, INC. may at its option cancel the Agreement or require delivery of substitute Goods of equal quantity and quality. Such delivery will be made as soon as commercially practicable. If loss of Goods is partial, LIGHT SOURCE 1, INC. shall have the right to require delivery of the Goods not destroyed.

4. PAYMENT.

As full consideration for the performance of the Services, delivery of the Goods and the assignment of rights to LIGHT SOURCE 1, INC. as provided herein, LIGHT SOURCE 1, INC. shall pay Seller (i) the amount agreed upon and specified in the applicable purchase order, or (ii) Seller's quoted price on date of shipment (for Goods), or the date Services were started (for Services), whichever is lower. Applicable taxes and other charges such as shipping costs, duties, customs, tariffs, imposts and government imposed surcharges shall be stated separately on Seller's invoice. Payment is made when LIGHT SOURCE 1, INC.' check is mailed. Payment shall not constitute acceptance. All personal property taxes assessable upon the Goods prior to receipt by LIGHT SOURCE 1, INC. of Goods conforming to the purchase order shall be borne by



Purchase Order Terms & Conditions

Seller. Seller shall invoice LIGHT SOURCE 1, INC. for all Goods delivered and all Services actually performed. Each invoice submitted by Seller must be provided to LIGHT SOURCE 1, INC. within ninety (90) days of completion of the Services or delivery of Goods and must reference the applicable purchase order, and LIGHT SOURCE 1, INC. reserves the right to return all incorrect invoices. LIGHT SOURCE 1, INC. shall not be responsible for payment of any invoiced amounts that are submitted more than ninety (90) days after completion of the Services or delivery of the Goods. Unless otherwise specified on the face of a purchase order, LIGHT SOURCE 1, INC. shall pay the invoiced amount within sixty (60) days after receipt of a correct invoice. Seller will receive no royalty or other remuneration on the production or distribution of any products developed by LIGHT SOURCE 1, INC. or Seller in connection with or based on the Goods or Services provided.

5. WARRANTIES.

5.1 Services: Seller represents and warrants that all Services shall be completed in a professional, workmanlike manner, with the degree of skill and care that is required by current, good and sound professional procedures. Further, Seller represents and warrants that the Services shall be completed in accordance with applicable specifications and shall be correct and appropriate for the purposes contemplated in this Agreement. Seller represents and warrants that the performance of Services under this Agreement will not conflict with, or be prohibited in any way by, any other agreement or statutory restriction to which Seller is bound.

5.2 Goods: Seller warrants that all Goods provided will be new and will not be used or refurbished. Seller warrants that all Goods delivered shall be free from defects in materials and workmanship and shall conform to all applicable specifications for a period of fifteen (15) months from the date of delivery to LIGHT SOURCE 1, INC. or for the period provided in Seller's standard warranty covering the Goods, whichever is longer. Seller hereby agrees that it will make spare parts available to LIGHT SOURCE 1, INC. for a period of five (5) years from the date of shipment at Seller's then current price, less applicable discounts. Additionally, Goods purchased shall be subject to all written and oral express warranties made by Seller's agents, and to all warranties provided for by the Uniform Commercial Code. All warranties shall be construed as conditions as well as warranties and shall not be exclusive. Seller shall furnish to LIGHT SOURCE 1, INC. Seller's standard warranty and service guaranty applicable to the Goods. All warranties and Service guaranties shall run both to LIGHT SOURCE 1, INC. and to its customers. If LIGHT SOURCE 1, INC. identifies a warranty problem with the Goods during the warranty period, LIGHT SOURCE 1, INC. will notify Seller of such problems and will return the Goods to Seller, at Seller's expense. Within five (5) business days of receipt of the returned Goods, Seller shall, at LIGHT SOURCE 1, INC.' option, either repair or replace such Goods, or credit LIGHT SOURCE 1, INC.' account for the same. Replacement and repaired Goods shall be warranted for the remainder of the warranty period or six (6) months, whichever is longer.

6. INSPECTION.

LIGHT SOURCE 1, INC. shall have a reasonable time after receipt of Goods or Service deliverables and before payment to inspect them for conformity hereto, and Goods received prior to inspection shall not be deemed accepted until LIGHT SOURCE 1, INC. has run an adequate test to determine whether the Goods conform to the specifications hereof. Use of a portion of the Goods for the purpose of testing shall not constitute an acceptance of the Goods. If Goods tendered do not wholly conform with the provisions hereof, LIGHT SOURCE 1, INC. shall have the right to reject such Goods. Nonconforming Goods will be returned to Seller freight collect and risk of loss will pass to Seller upon LIGHT SOURCE 1, INC.' delivery to the common carrier.

7. INDEPENDENT CONTRACTOR.

LIGHT SOURCE 1, INC. is interested only in the results obtained under this Agreement; the manner and means of achieving the results are subject to Seller's sole control. Seller is an independent contractor for all purposes, without express or implied authority to bind LIGHT SOURCE 1, INC. by contract or otherwise. Neither Seller nor its employees, agents or subcontractors ("Seller's Assistants") are agents or employees of LIGHT SOURCE 1, INC., and therefore are not entitled to any employee benefits of LIGHT SOURCE 1, INC., including but not



Purchase Order Terms & Conditions

limited to, any type of insurance. Seller shall be responsible for all costs and expenses incident to performing its obligations under this Agreement and shall provide Seller's own supplies and equipment.

8. SELLER RESPONSIBLE FOR TAXES AND RECORDS.

Seller shall be solely responsible for filing the appropriate federal, state and local tax forms, including, without limitation, a Schedule C or a Form 1020, and paying all such taxes or fees, including estimated taxes and employment taxes, due with respect to Seller's receipt of payment under this Agreement. Seller further agrees to provide LIGHT SOURCE 1, INC. with reasonable assistance in the event of a government audit. LIGHT SOURCE 1, INC. shall have no responsibility to pay or withhold from any payment to Seller under this Agreement, any federal, state or local taxes or fees.

9. INSURANCE.

Seller shall maintain the following minimum amounts of insurance with an insurance carrier having an A.M. Best rating of A- X or better: (i) Worker's Compensation in accordance with the law of the states in which Seller is providing Services for LIGHT SOURCE 1, INC. and Employer's Liability coverage with minimum limits of \$500,000, with a waiver of subrogation in favor of LIGHT SOURCE 1, INC. ;(ii) Commercial general liability with \$1,000,000 per occurrence, and \$1,000,000 general aggregate with LIGHT SOURCE 1, INC. as an additional insured;(iii) automobile liability for all owned, hired, and non-owned automobiles with \$1,000,000 combined single limit with LIGHT SOURCE 1, INC. as an additional insured; and (iv) Professional Liability Insurance covering the effects of errors and omission in the performance of professional duties in the amount of \$1,000,000 for each occurrence and aggregate. An acceptable Insurance Certificate (Accord) must be provided to LIGHT SOURCE 1, INC. prior to the Seller providing services under this Purchase Order.

10. INDEMNITY.

Seller shall indemnify, hold harmless, and at LIGHT SOURCE 1, INC.' request, defend LIGHT SOURCE 1, INC., its officers, affiliates, directors, customers, agents, employees and contractors, against all claims, liabilities, damages, losses and expenses, including attorneys' fees and cost of suit arising out of or in any way connected with the Goods or Services provided under this Agreement, including, without limitation, (i) any claim based on the death or bodily injury to any person, destruction or damage to property, or contamination of the environment and any associated clean up costs, (ii) Seller failing to satisfy the Internal Revenue Service's guidelines for an independent contractor, (iii) any claim based on the negligence, acts or omissions or willful misconduct of Seller or any Seller's Assistants, and (iv) any claim by a third party against LIGHT SOURCE 1, INC. alleging that the Goods or Services, the results of such Services, or any other products or processes provided under this Agreement, infringe a patent, copyright, trademark, trade secret or other proprietary right of a third party, whether such are provided alone or in combination with other products, software or processes. Seller shall not settle any such suit or claim without LIGHT SOURCE 1, INC.' prior written approval. Seller agrees to pay or reimburse all costs that may be incurred by LIGHT SOURCE 1, INC. in enforcing this indemnity, including attorneys' fees. Should LIGHT SOURCE 1, INC.' use, or use by its subcontractors or customers, of any Goods or Services purchased from Seller be enjoined, be threatened by injunction, or be the subject of any legal proceeding, Seller shall, at its sole cost and expense, either (a) substitute fully equivalent no infringing Goods or Services; (b) modify the Goods or Services so that they no longer infringe but remain fully equivalent in functionality; (c) obtain for LIGHT SOURCE 1, INC., its subcontractors or customers the right to continue using the Goods or Services; or (d) if none of the foregoing is possible, refund all amounts paid for the infringing Goods or Services.

11. CONFIDENTIALITY.

Seller will acquire knowledge of LIGHT SOURCE 1, INC. Confidential Information (as defined below) in connection with its performance hereunder and agrees to keep such LIGHT SOURCE 1, INC. Confidential Information in confidence during and following termination or expiration of this Agreement. "LIGHT SOURCE 1, INC. Confidential Information" includes but is not limited to all information, whether written or oral, in any form, including without limitation, information relating to development, products, trade secrets, business plans,



Purchase Order Terms & Conditions

customers, vendors, finances, personnel data, Work Product (as defined herein) and other material or information considered proprietary by LIGHT SOURCE 1, INC. relating to the current or anticipated business or affairs of LIGHT SOURCE 1, INC. which is disclosed directly or indirectly to Seller. In addition, LIGHT SOURCE 1, INC. Confidential Information means any third party's proprietary or confidential information disclosed to Seller in the course of providing Services or Goods to LIGHT SOURCE 1, INC. LIGHT SOURCE 1, INC. Confidential Information does not include any information (i) which Seller lawfully knew without restriction on disclosure before LIGHT SOURCE 1, INC. disclosed it to Seller, (ii) which is now or becomes publicly known through no wrongful act or failure to act of Seller, (iii) which Seller developed independently without use of the LIGHT SOURCE 1, INC. Confidential Information, as evidenced by appropriate documentation, or (iv) which is hereafter lawfully furnished to Seller by a third party as a matter of right and without restriction on disclosure. In addition, Seller may disclose Confidential Information which is required to be disclosed pursuant to a requirement of a government agency or law so long as Seller provides prompt notice to LIGHT SOURCE 1, INC. of such requirement prior to disclosure. Seller and Seller's Assistants agree not to copy, alter or directly or indirectly disclose any LIGHT SOURCE 1, INC. Confidential Information. Additionally, Seller agrees to limit its internal distribution of LIGHT SOURCE 1, INC. Confidential Information to Seller's Assistants who have a need to know, and to take steps to ensure that the dissemination is so limited, including the execution by Seller's Assistants of nondisclosure agreements with provisions substantially similar to those set forth herein. In no event will Seller use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of LIGHT SOURCE 1, INC. Confidential Information. Seller and Seller's Assistants further agree not to use the LIGHT SOURCE 1, INC. Confidential Information except in the course of performing hereunder and will not use such LIGHT SOURCE 1, INC. Confidential Information for its own benefit or for the benefit of any third party. The mingling of the LIGHT SOURCE 1, INC. Confidential Information with information of Seller shall not affect the confidential nature or ownership of the same as stated hereunder. Seller agrees not to design or manufacture any products which incorporate LIGHT SOURCE 1, INC. Confidential Information. All LIGHT SOURCE 1, INC. Confidential Information is and shall remain the property of LIGHT SOURCE 1, INC.. Upon LIGHT SOURCE 1, INC.' written request or the termination of this Agreement, Seller shall return, transfer or assign to LIGHT SOURCE 1, INC. all LIGHT SOURCE 1, INC. Confidential Information, including all Work Product, as defined herein, and all copies thereof.

12. OWNERSHIP OF WORK PRODUCT.

For purposes of this Agreement, "Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, Service deliverables, inventions, products, computer programs, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Seller alone or with others which result from or relate to the Services performed hereunder. Standard Goods manufactured by Seller and sold to LIGHT SOURCE 1, INC. without having been designed, customized or modified for LIGHT SOURCE 1, INC. do not constitute Work Product. All Work Product shall at all times be and remain the sole and exclusive property of LIGHT SOURCE 1, INC.. Seller and Seller's Assistants hereby agree to irrevocably assign and transfer to LIGHT SOURCE 1, INC. and does hereby assign and transfer to LIGHT SOURCE 1, INC. all of its worldwide right, title and interest in and to the Work Product including all associated intellectual property rights. LIGHT SOURCE 1, INC. will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name or to follow any other procedure that LIGHT SOURCE 1, INC. deems appropriate. Seller and Seller's Assistants agree: (a) to disclose promptly in writing to LIGHT SOURCE 1, INC. all Work Product in its possession; (b) to assist LIGHT SOURCE 1, INC. in every reasonable way, at LIGHT SOURCE 1, INC.' expense, to secure, perfect, register, apply for, maintain, and defend for LIGHT SOURCE 1, INC.' benefit all copyrights, patent rights, mask work rights, trade secret rights, and all other proprietary rights or statutory protections in and to the Work Product in LIGHT SOURCE 1, INC.' name as it deems appropriate; and (c) to otherwise treat all Work Product as LIGHT SOURCE 1, INC. Confidential Information as described above. These obligations to disclose, assist, execute and keep confidential



Purchase Order Terms & Conditions

survive the expiration or termination of this Agreement. All tools and equipment supplied by LIGHT SOURCE 1, INC. to Seller shall remain the sole property of LIGHT SOURCE 1, INC.. Seller will ensure that Seller's Assistants appropriately waive any and all claims and assign to LIGHT SOURCE 1, INC. any and all rights or any interests in any Work Product or original works created in connection with this Agreement. Seller irrevocably agrees not to assert against LIGHT SOURCE 1, INC. or its direct or indirect customers, assignees or licensees any claim of any intellectual property rights of Seller affecting the Work Product. LIGHT SOURCE 1, INC. will not have rights to any works conceived or reduced to practice by Seller which were developed entirely on Seller's own time without using equipment, supplies, facilities or trade secret or LIGHT SOURCE 1, INC. Confidential Information, unless (i) such works relate to LIGHT SOURCE 1, INC.' business, or LIGHT SOURCE 1, INC.' actual or anticipated research or development ideas and/or know-how, or (ii) such works result from any Services performed by Seller for LIGHT SOURCE 1, INC..

13. NONINTERFERENCE WITH BUSINESS.

During and for a period of two years immediately after the termination or expiration of this Agreement, Seller agrees not to unlawfully interfere with the business of LIGHT SOURCE 1, INC. in any manner, and further agrees not to solicit or induce any employee or independent contractor to terminate or breach an employment, contractual or other relationship with LIGHT SOURCE 1, INC..

14. TERMINATION.

LIGHT SOURCE 1, INC. may immediately terminate this Agreement upon written notice to Seller if Seller fails to perform or otherwise breaches this Agreement, files a petition in bankruptcy, becomes insolvent, or dissolves. In the event of such termination, LIGHT SOURCE 1, INC. shall pay Seller for the portion of the Services satisfactorily performed and those conforming Goods delivered to LIGHT SOURCE 1, INC. through the date of termination, less appropriate offsets, including any additional costs to be incurred by LIGHT SOURCE 1, INC. in completing the Services. LIGHT SOURCE 1, INC. may terminate this Agreement, or any Service(s), for any other reason upon thirty (30) days' written notice to Seller. Seller shall cease to perform Services and/or provide Goods under this Agreement on the date of termination specified in such notice. In the event of such termination, LIGHT SOURCE 1, INC. shall be liable to Seller only for those Services satisfactorily performed and those conforming Goods delivered to LIGHT SOURCE 1, INC. through the date of termination, less appropriate offsets. Seller may terminate this Agreement upon written notice to LIGHT SOURCE 1, INC. if LIGHT SOURCE 1, INC. fails to pay Seller within sixty (60) days after Seller notifies LIGHT SOURCE 1, INC. in writing that payment is past due. Upon the expiration or termination of this Agreement for any reason: (a) each party will be released from all obligations to the other arising after the date of expiration or termination, except for those which by their terms survive such termination or expiration; and (b) Seller will promptly notify LIGHT SOURCE 1, INC. of all LIGHT SOURCE 1, INC. Confidential Information or any Work Product in Seller's possession and, at the expense of Seller and in accordance with LIGHT SOURCE 1, INC.' instructions, will promptly deliver to LIGHT SOURCE 1, INC. all such LIGHT SOURCE 1, INC. Confidential Information and/or Work Product.

15. FORCE MAJEURE.

LIGHT SOURCE 1, INC. shall not be liable for any failure to perform including failure to (i) accept performance of Services or, (ii) take delivery of the Goods as provided caused by circumstances beyond its control which make such performance commercially impractical including, but not limited to, acts of God, fire, flood, acts of war, government action, accident, labor difficulties or shortage, inability to obtain materials, equipment or transportation. In the event LIGHT SOURCE 1, INC. is so excused, either party may terminate the Agreement and LIGHT SOURCE 1, INC. shall at its expense and risk, return any Goods received to the place of shipment.

16. SEVERABILITY.

If any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.



Purchase Order Terms & Conditions

17. LIMITATION OF LIABILITY.

IN NO EVENT SHALL LIGHT SOURCE 1, INC. BE LIABLE TO SELLER OR SELLER'S ASSISTANTS, OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE OR ECONOMIC VALUE) ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT, WHETHER OR NOT LIGHT SOURCE 1, INC. WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR OTHERWISE.

18. REMEDIES.

If Seller breaches this Agreement, LIGHT SOURCE 1, INC. shall have all remedies available by law and at equity. Seller's sole remedy in the event of a material breach of this Agreement by LIGHT SOURCE 1, INC. should be the right to proven direct damages not to exceed the lesser of (i) amounts paid by LIGHT SOURCE 1, INC. under the applicable purchase order; or (ii) \$10,000. No alternate method of measuring damages shall apply to this transaction. Seller shall have no right to resell Goods for LIGHT SOURCE 1, INC.' account in the event of wrongful rejection, revocation of acceptance, failure to make payment or repudiation by LIGHT SOURCE 1, INC. and any resale so made shall be for the account of Seller.

19. ASSIGNMENT; WAIVER.

Seller may not assign this Agreement or any of its rights or obligations under this Agreement, without the prior written consent of LIGHT SOURCE 1, INC.. Any assignment or transfer without such written consent shall be null and void. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of LIGHT SOURCE 1, INC. without restriction. A waiver of any default hereunder or of any term or condition of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition.

20. NONEXCLUSIVE AGREEMENT.

This is not an exclusive agreement. LIGHT SOURCE 1, INC. is free to engage others to perform Services or provide Goods the same as or similar to Seller's. Seller is free to, and is encouraged to, advertise, offer and provide Seller's Services and/or Goods to others; provided however, that Seller does not breach this Agreement.

21. NOTICES.

Except for purchase orders which may be sent by local mail, facsimile transmission, or electronically transmitted, all notices, and other communications hereunder shall be in writing, and shall be addressed to Seller or to an authorized LIGHT SOURCE 1, INC. representative, and shall be considered given when (a) delivered personally, (b) sent by commercial overnight courier with written verification receipt, or (c) three (3) days after having been sent, postage prepaid, by first class or certified mail.

22. SURVIVAL OF OBLIGATIONS.

Any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

23. GOVERNING LAW.

This Agreement shall be construed in accordance with, and disputes shall be governed by, the laws of the State of Missouri, excluding its conflict of law rules. The state and federal courts of the state of Missouri shall have jurisdiction and venue over all controversies arising out of, or relating to, this Agreement. The applicability of the UN Convention on Contracts for the International Sale of Goods is hereby expressly waived by the parties and it shall not apply to the terms and conditions of this Agreement.

24. ENTIRE AGREEMENT; MODIFICATION.



Purchase Order Terms & Conditions

This Agreement is the complete, final and exclusive statement of the terms of the agreement between the parties and supersedes any and all other prior and contemporaneous negotiations and agreements, whether oral or written, between them relating to the subject matter hereof. This Agreement may not be varied, modified, altered, or amended except in writing, including a purchase order or a change order issued by LIGHT SOURCE 1, INC., signed by the parties. The terms and conditions of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any acknowledgment or other document submitted by Seller. Notwithstanding the foregoing, this Agreement will not supersede or take the place of any written agreement which is signed by both parties and covers the same subject matter as this Agreement or its related purchase orders.

25. COMPLIANCE WITH LAWS.

25.1 General: Seller shall comply fully with all applicable federal, state and local laws in the performance of this Agreement including, but not limited to, all applicable employment, tax, export control and environmental laws.

25.2 Customs: Upon LIGHT SOURCE 1, INC.' request, Seller will promptly provide LIGHT SOURCE 1, INC. with a statement of origin for all Goods and United States Customs documentation for Goods wholly or partially manufactured outside of the United States.

26. INJUNCTIVE RELIEF.

Seller acknowledges and agrees that the obligations and promises of Seller under this Agreement are of a unique, intellectual nature giving them particular value. Seller's breach of any of the promises contained in this Agreement will result in irreparable and continuing damage to LIGHT SOURCE 1, INC. for which there will be no adequate remedy at law and, in the event of such breach, LIGHT SOURCE 1, INC. will be entitled to seek injunctive relief, or a decree of specific performance.

