

**INTELLECTUAL PROPERTY WARRANTY
AND AGREEMENT RE INDEMNITY AND DEFENSE**

1. This Intellectual Property Warranty is between Epistar Corporation (hereinafter "Epistar") and Matrix Lighting Ltd. (hereinafter "BUYER").
2. This Warranty covers only the following Products:
InGaN-based LED Chips: ES-CAXXV45B and ES-CAXXV45C (hereinafter "Products").
3. Epistar warrants and represents that, to the best of its knowledge and belief, the Products identified in Section 2 above do not infringe any valid and enforceable intellectual property rights of a third party, including patents and copyrights.
4. In the event of an allegation, claim or lawsuit (hereinafter "Claim(s)") by a third party alleging infringement of intellectual property rights by BUYER's purchase of Epistar's Products, Epistar shall defend BUYER, EXCEPT IN JAPAN, against such Claim(s). Under this Agreement, BUYER agrees to: (i) notify Epistar in writing within fifteen (15) days of any such Claims; and (ii) tender the defense of any such Claim(s) to Epistar. BUYER also agrees and hereby provides Epistar with sole control of the defense, including choice of attorneys, and all related settlement negotiations relating to such Claim(s), and BUYER shall not enter into any settlement negotiation or agreement without Epistar's prior written consent. BUYER shall also provide Epistar with all reasonable assistance and information related to the defense or settlement of such Claim(s).
5. Where Epistar defends BUYER, Epistar will indemnify BUYER for any amount that is required to pay as a result of any settlement, or of a final and non-appealable judgment or decree of a court of competent jurisdiction. This indemnity does not cover fees or expenses for any counsel which BUYER may choose to retain on its behalf. Epistar may, at its sole discretion and expense, obtain the right for BUYER to continue selling such Products, modify or replace such Products to render them noninfringing, or require the return of the Epistar Products that have not been incorporated into BUYER's own goods and refund BUYER's payments for any such returned Products. This Paragraph is the full extent of Epistar's liability to BUYER for any and all claims or damages caused by the alleged infringement of the intellectual property rights.

1

MATRIX initials: 
 EPSTAR initials: 

6. Epistar shall have no liability to defend or indemnify under this Warranty and Agreement to the extent that claims of intellectual property infringement are based on:
 - (a) modification(s) made to Products by BUYER or its customers or any third party, or
 - (b) Epistar's compliance with specifications and/or special designs incorporated at the request of BUYER or any third party, or (c) the operation or use of Products in combination with other hardware or software not furnished by Epistar.
7. This Warranty and Agreement, including its existence as well as the contents thereof, shall be treated as strictly confidential information between Epistar and BUYER and shall be void if there is any disclosure of such information by BUYER, its officers, directors, employees, agents, contractors or subcontractors to any third party without prior written consent of Epistar.

8. This agreement shall be governed by, and construed in accordance with the laws of R.O.C., Taiwan. BUYER and Epistar agree to resolve any dispute arising out of or in connection with this Agreement first by amicable negotiations and, if unsuccessful, by arbitration in accordance with the Arbitration Law of the Republic of China and the Arbitration Rules of the Arbitration Association of the Republic of China ("CAA Rules"), provided that the arbitral tribunal shall have no power to order discovery. The arbitral tribunal shall consist of three (3) arbitrators, and be appointed in accordance with CAA Rules. The arbitration shall be held in Taiwan.


 Matrix Lighting Ltd.
 (Signature)

Epistar Corporation

 (Signature)


CHENG Yun Rang
 (Name)
CHANGYAN
 (Title)
 Date: 9/11/2009

Ming-jium JOU
 (Name)
 President
 (Title)
 Date: 11/11/2009

For and on behalf of
 Matrix Lighting Limited
 聚力神燈有限公司

 Authorized Signatures

MATRIX initials: 
 EPSTAR initials: 