USER ACKNOWLEDGEMENT AND AGREEMENT

This User Acknowledgement and Agreement ("Agreement") is entered into as of the date set forth below ("Effective Date") by the undersigned ("User") and Ultra-Stereo Labs, Inc., a California corporation ("USL"). USL has agreed to provide to User the software described below ("Software") without cost or fee to User on the terms and conditions set forth herein:

User acknowledges, represents, and warrants as follows:

1.   User has requested that USL provide the LSS-DB Software ("Software") to User for the purpose of adding functionality to the LSS-100P product. User acknowledges that use of the Software for any other purpose is an unpermitted use of the Software under this Agreement.

2.   USL will provide the Software without warranties and without any commitment to maintain or update the Software.

3.   User will not duplicate or transfer the Software without the prior written consent of USL.

4.   User will not alter, tamper, reverse engineer, or in any way misuse the Software.

5.   Each individual executing this Agreement on behalf of a corporation, partnership or other entity represents or warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said entity, and that this Agreement is binding upon said entity in accordance with its terms and in no way stands in contravention of any prior agreement to which said entity is a party. On request, User shall furnish USL with evidence of authority.

Dated:_____   "USER"

_____
Name of Company

_____
Signature

_____
Print Name

_____
Title