

Noncommercial License and Liability Release Agreement

Important

Please print out and carefully read this agreement between you (the licensee) and cpsBioResearch, LLC (the licensor). If you wish to proceed, sign the agreement and send it to cpsBioResearch, LLC. Keep one copy for your records. A counter-signed copy will be returned to you.

License. In exchange for a fee, you are granted a limited license to use the proprietary and copyrighted frequency information determined and provided to you by cpsBioResearch, LLC for strictly personal and noncommercial use, with the following conditions:

1. You may print one (1) copy of the patented and copyrighted frequency information (hereafter, "frequency information") that is provided to you by cpsBioResearch LLC, for your personal records.
2. You agree that you will not make any additional copies of the frequency information; and that you will not forward, scan, fax or transmit, loan, assign, or disseminate the frequency information in any way, including by email, electronic transmittal, or verbal communication. You agree to not post the frequency information at any internet websites, newsgroups, chatrooms, at any email groups, or at any publicly available viewing location.
3. You agree to not merge the frequency information into any other frequency lists that are present on internet websites, or into any commercial or non-commercial computer software programs.
4. You agree that if another person is interested in obtaining any frequency information originally produced by the licensor, that you will refer said person to the licensor; and that you will not obtain frequency information for another person's or commercial entity's use.
5. You agree that you will not use the frequency information for any commercial gain, without the permission of the licensor and execution of a separate commercial agreement with the licensor. If the frequency information provided to you becomes of commercial value to you in any way whatsoever after the execution of this agreement, you agree to execute a separate commercial agreement with the licensor.
6. You understand that the frequency information is protected under copyright and patent laws of the United States of America; that unauthorized copying, transmittal, or use of the frequency information beyond the scope of this License Agreement, is expressly and strictly forbidden; and that you may be held legally

responsible for any copyright or patent infringement that is caused by your failure to abide by the terms, conditions, and limitations of this license agreement.

7. You agree to use the licensed frequency information for lawful purposes in accordance with the laws of the state and/or country in which you reside.

Liability Release.

1. You fully agree to hold the licensor completely harmless for any damages that may arise from your use of the frequency information, and to indemnify the licensor against any potential liability or responsibility that may arise due to your use of the frequency information in any way whatsoever.
2. You understand and agree that the licensor makes no claim or warranty, express or implied, that use of the frequency information will achieve any specific outcome whatsoever; and that provision of the frequency information by the licensor is not intended to imply that use of it could affect any animal, plant, or human functionality or health-related state or condition in any specific manner. You understand that the frequency information, along with any effects express or implied, have not been evaluated by the United States Food and Drug Administration or any other governmental agency. You agree that you assume full responsibility for all possible outcomes of your use of the frequency information.
3. You understand and agree that the frequency information is provided for your experimental and investigational purposes only; and that use of or experimentation with the frequency information will be done at your own risk. You further agree that the frequency information will not be used by you in lieu of consulting with the appropriate health practitioner(s) for any life form that you might intend to influence or affect by your use of the frequency information; and you agree that the licensor is in no way replacing any function of any health practitioner, including but not limited to diagnosis, treatment, or prevention of any health-related condition associated with any life form.

Miscellaneous.

If any provision of this Agreement is to be found legally unenforceable, the remainder of this Agreement will continue in full force and effect, unless terminated by the licensor. This Agreement is the complete and exclusive agreement between you and the licensor relating to the provision of proprietary and copyrighted frequency information, and shall be interpreted under the laws of the state of North Carolina, United States of America.

If you fully understand and agree to all the terms, conditions, and limitations of this License and Liability Release Agreement, enter your signature and contact information below, and send to cpsBioResearch, LLC at the address or fax number provided. Upon acceptance by the licensor, a copy of this Agreement counter-signed by the licensor will be returned to you, and you may proceed to request frequency information from

cpsBioResearch, LLC. The frequency information will be delivered in a timely manner (subject to research requirements) by email once payment has been received.

DISCLAIMER: The frequency information available from cpsBioResearch LLC is provided for educational, experimental, investigational, and research purposes only. The information, along with any effects express or implied, have not been evaluated by the Unites States FDA or any other governmental agency. Use of, or experimentation with any frequency information offered, is done at the user's own risk. Because frequency delivery systems are highly variable in design and output, cpsBioResearch LLC makes no claim or warranty, express or implied, that use of such frequency information will achieve any specific outcome. Furthermore, provision of frequency information is not intended to imply that use of it could affect any animal, plant, or human functionality or health-related condition or state of being, in any specific manner. Living systems are complex, and results from use of the frequency information offered may vary.

If more than one individual will have access to, or will be using the frequency information, please have every such individual submit a copy of this Agreement to the licensor.

PLEASE PRINT CLEARLY. Do not sign unless you fully understand and agree to all terms of this Agreement.

Name _____

Address (no P.O. boxes, please) _____

Phone _____

Email (required to send frequency information) _____

Signature of individual _____

Date _____

Licensor _____

Authorized agent _____

Accepted on (date) _____