

COMMERCIAL LICENSE AND LIABILITY RELEASE AGREEMENT

Important

Please print out and carefully read this **COMMERCIAL LICENSE AND LIABILITY RELEASE AGREEMENT** (hereinafter "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. The terms "you", "your", "yours" or the like refers to the individual or entity signing this Agreement as the Licensee.

License. In exchange for the fee(s) outlined at www.dnafrequencies.com, and remitted at the execution of this Agreement, you are granted a non-exclusive limited license to use the proprietary, patented (U.S. 7,280,874) know-how and copyrighted frequency information determined and provided to you by cpsBioResearch, LLC for commercial use in your currently operating business, with the following additional terms and conditions:

1. You may print one (1) paper copy of the proprietary frequency information (hereafter, "frequency information") that is provided to you by cpsBioResearch LLC, for your business records.
2. You agree that you will not make any additional paper copies or any electronic 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 or entity is interested in obtaining any frequency information originally produced by the Licensor, that you will refer said person or entity to the Licensor; and that you will not obtain frequency information for another person's or entity's use. You also agree that if it is necessary for any additional persons in your commercial or research company, group, or business operation to see or use any frequency information provided for the purposes you state on the form provided hereafter, that you will have any such person also submit a signed copy of this agreement to the licensor. You likewise agree that you will keep any frequency information sent to you in a fully secure manner, so as to not be accessible to other persons.
5. You agree that if you expand your use of the frequency information beyond the commercial purpose you state below, that you will immediately contact the licensor advising of the additional use, and that the license fee will be immediately subject to renegotiation.
6. You understand that the frequency information is proprietary know-how of the _____

Licensors, and may be protected under both 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 Agreement is expressly and strictly forbidden; and that you may be held legally responsible for legal claims including breach of contract, copyright, and/or patent infringement that may arise by your failure to abide by the terms, conditions, and limitations of this Agreement. 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.

7. You agree not to modify the frequency information in any form or respect, or to create derivatives of the frequency information, or to use the frequency information for any purpose whatsoever not expressly contemplated by this Agreement or otherwise consented to in writing by Licensors.

Liability Release.

1. You fully agree to hold the Licensors completely harmless for any damages that may arise from your use of the frequency information, and to indemnify and defend the Licensors against any potential liability or responsibility that may arise due to your breach of this Agreement and/or use of the frequency information in any way whatsoever. Your indemnity shall further include payment of Licensors' reasonable attorneys' fees, litigation costs and expenses.

2. 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 Licensors are 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.

3. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, LICENSORS MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE. LICENSORS 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 LICENSORS 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. IN NO EVENT SHALL LICENSORS BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ECONOMIC DAMAGE OR INJURY TO

PROPERTY AND LOST PROFITS, WHETHER LICENSOR SHALL BE ADVISED, SHALL HAVE OTHER REASON TO KNOW, OR IN FACT SHALL KNOW OF THE POSSIBILITY OF THE FOREGOING.

Miscellaneous.

1. This Agreement contains the entire and only agreement and understanding between you and Licensor and supersedes all preexisting agreements between the parties respecting its subject matter. Any representation, promises, or condition in connection with such subject matter which is not incorporated in this Agreement shall not be binding on either party. No modification, renewal, extension, waiver, and no termination of this Agreement or any of its provisions shall be binding upon the party against whom enforcement of such modification, renewal, extension, waiver or termination is sought, unless made in writing and signed on behalf of such party by one of its duly authorized officers.
2. The provisions of this Agreement are severable, and in the event that any provisions of this Agreement shall be determined to be invalid or unenforceable under any controlling body of the law, such invalidity and unenforceability shall not in any way affect the validity or enforceability of the remaining provisions of the Agreement.
3. The failure of either party to assert a right under this Agreement or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar failure to perform any such term or condition by the other party.
4. Nothing in this Agreement shall create, or be deemed to create, a partnership, or the relationship of principal and agent, between the parties.
5. You shall not be permitted to sub-license, assign, or transfer your rights under this Agreement without Licensor's prior written consent.
6. No relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms of this Agreement or the granting of time by either party to the other shall prejudice, affect or restrict the rights and powers of the former under this Agreement.
7. In the event of any legal proceeding or action to enforce the terms of this Agreement or any other litigation between you and Licensor with respect to the subject matter of this Agreement, the unsuccessful party to such proceeding, action, or litigation shall pay to the successful party all costs and expenses including, without limitation, the reasonable attorney's fees incurred therein by the successful party, all of which shall be included in and as a part of the judgment or award rendered in such proceeding, action or litigation.
8. In the event that either party to this Agreement violates any material provision of this Agreement, the violating party shall pay to the aggrieved party liquidated damages in the amount of Ten Thousand Dollars (\$10,000) in addition to any award made pursuant to this Agreement. This payment of liquidated damages shall be made by certified check within ten (10) business days after a judicial determination that a material violation has occurred.

9. This Agreement shall be construed in accordance with and governed by the laws of North Carolina without regard to conflict of laws principles. Any litigation arising out matters addressed in this Agreement shall take place only in Charlotte, North Carolina and the parties accept the exclusive jurisdiction of the State and Federal courts there.

10. If you fully understand and agree to all the terms, conditions, and limitations of this 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 United 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 sign and 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.

Commercial business name _____

Business address _____

Name and title of individual using frequency information _____

Email (required to send frequency information) _____

Personal address (no P.O. boxes, please) _____

Describe how the frequency information is intended to be used in this business (use additional sheet if necessary: _____)

Business phone _____

Personal phone _____

Signature of individual _____

Date _____

Witness signature _____

Witness name (printed) _____

Licensor _____

Authorized agent _____

Accepted on (date) _____

After initialing the first four pages at the bottom right corner, and signing the fifth page of this document, please send all 5 pages by fax, scan, or postal mail to:

Email with scanned attachments (pdf preferred, jpg is okay): cpsresearch@windstream.net

Postal:

cpsBioResearch, LLC
320 Gilbert Rd.
Columbus, NC 28722

*** Important: when signing the agreement, **please place your initials on the small line at the bottom right hand corner of each page, and send all four pages to me.**

*** If taking camera pictures of the document pages: 1) please do not insert the images into the body of the email, but instead attach them to the email; 2) please make sure the pages are not dark (i.e., don't have a shadow on them), or sit on a dark background.

Once the agreement has been received, you will be sent further information by email, and a password to use the ordering system at the website.