

Daniel Peters Productions LLC
Video &
multimedia

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**PROFESSOR NIGHTENGALE ONLINE
WEB LICENSE AGREEMENT**



Daniel Peters Productions LLC, for and in consideration of the terms and conditions of this Agreement and payment of license fees does hereby grant a nonexclusive and nontransferable license to

Licensee: _____

Address: _____

City: _____ State: _____ ZIP Code _____

Email: _____

for internet use by Licensee of Professor Nightengale Online – Test Taking Strategies for Student Nurses.

Grant of License

To make access to the website available to Licensee's authorized users, Daniel Peters Productions, LLC will provide a web site address and password to the Licensee for access to the program on a server as designated by Daniel Peters Productions.

Authorized Users are enrolled students or clients served by faculty/staff at said site.

Duration of Agreement

Upon receipt of payment by Daniel Peters Productions LLC and execution of this agreement, licensee will have ongoing rights for full, unlimited use of Professor Nightengale Online for a period of one year, effective from date of password generation and issuance. Continuation of license will be contingent upon annual renewal.

Daniel Peters Productions, LLC retains the right to revoke this agreement with 90 days notice in the event of a violation of terms by the licensee.

Fees and Administrations

Payment of \$585.00 for a one year license (a one-time set up fee of \$45.00 will be assessed to first time users for a total initial payment of **\$630.00**) shall be made to: Daniel Peters Productions LLC, P.O. Box 691, Suite 304, 205 W. Main St., Somerville NJ 08876.

Changes and Upgrades

Daniel Peters Productions, LLC retains the right, but is not obligated, to update and change the Virtual Job Interview website without notice during the term of this license.

Reserved Rights and Intellectual Property Ownership

Licensee agrees that it will not sell, disclose or otherwise make the product it licensed available to others. Licensee further agrees to ensure that the content of The Virtual Job Interview will not be disclosed in whole or in part for use by unauthorized users.

Liability

In no event shall Daniel Peters Productions LLC be liable hereunder for special, indirect, incidental or consequential damages or for any failure of performance due to causes beyond the control of Daniel Peters Productions LLC.

The Virtual Job Interview Online represents state of the art technology and is designed for users with broadband connections and no claims are made for quality or functionality via dial-up modems. (This disclaimer will also be posted in the instructions on the user log-in page.)

By submitting information on this page (#3 of 3), you represent that you have proper authorization to do so and accept all the terms and conditions of this Agreement on the Licensee's behalf.

For: _____
(*Institution name*)

(*Signature*)(*may be typed if processing electronically*)

(*Print name*)

Date: _____

Purchase Order # _____

For: Daniel Peters Productions, LLC


(*Signature*)

Daniel Peters
(*Print name*)

Date: 05/01/06

Nightengale Productions is a division of Daniel Peters Productions LLC