
ENGINEERING DEPARTMENT
INTEROFFICE MEMORANDUM

TO: TO WHOM IT MAY CONCERN
SUBJECT: PURCHASE AND USE OF GIS DATA
DATE: January 27, 2004

CITY OF COLUMBIA/MAURY COUNTY MAKES NO WARRANTY, REPRESENTATION OR GUARANTY AS TO THE CONTENT, SEQUENCE, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE DATABASE INFORMATION PROVIDED HEREIN. CITY OF COLUMBIA/MAURY COUNTY EXPLICITLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

CITY OF COLUMBIA/MAURY COUNTY SHALL ASSUME NO LIABILITY FOR: ANY ERRORS, OMISSIONS, OR INACCURACIES IN THE INFORMATION PROVIDED REGARDLESS OF HOW CAUSED; OR

ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN BY ANY PERSON IN RELIANCE UPON ANY INFORMATION OR DATA FURNISHED HEREUNDER.

ACCEPTANCE OF ANY GIS DATA FROM THE CITY OF COLUMBIA/MAURY COUNTY IS AN AGREEMENT TO THIS DISCLAIMER.



Maury County/City of Columbia Government Licensing Agreement

License Agreement, Limited Warranty & Liability Statement

This License Agreement, Limited Warranty and Liability Statement is a legal and binding agreement between you, the user of Maury County/City of Columbia GIS data and/or imagery CD(s) and the Maury County/City of Columbia Government. The data contained on the CD(s) are licensed by Maury County/City of Columbia Government for use only under the terms and conditions as set forth herein.

Installing and/or using the data and/or imagery on the CD(s) indicate that you accept and agree to abide by the terms and conditions of this Agreement. If you do not agree to accept and honor these terms and conditions, immediately return the unused data CD(s) to City of Columbia, 707 N. Main Street, Columbia Tn. 38401

LICENSE AGREEMENT

1. GRANT OF LICENSE

Maury County/City of Columbia Government grants you the right to use the GIS data on any computer or network server that you desire. You may use any of the data stored on the CD(s) on any computer or network server provided they are owned by your organization. You are permitted to use the GIS data and/or digital imagery on the CD(s) for any type of analyses your organization may engage in. You may transfer and or/ load the GIS data and digital imagery to any computer hard drive within your organization. You may print unlimited numbers of maps using the data and digital imagery found on the CD(s). You may use the GIS data and/or digital imagery to develop new or enhance existing GIS data maintained by your organization. You may use the data and images to create files for use in presentations and/or reports.

2. COPYRIGHT

You are hereby notified that Maury County/City of Columbia GIS data and digital imagery are protected by United States copyright laws and international treaty provisions.

OTHER RESTRICTIONS

- A) You may not loan, rent, lease, sub-license or pledge Maury County/City of Columbia GIS data and digital imagery.
- B) You may not sell, trade, or bargain any computer files containing any of the GIS data and digital imagery provided to you by Maury County/City of Columbia.
- C) You may not reverse engineer, recompile, disassemble, or create derivative works without the express written permission of Maury County/City of Columbia Government.
- D) You may not reproduce the GIS data and digital imagery for distribution outside your organization.

3. GENERAL

The laws of the State of Tennessee shall govern this License Agreement.

LIMITED WARRANTY

GIS DATA AND DIGITAL IMAGERY

Maury County/City of Columbia Government or its agencies makes no warranty as to the accuracy of the GIS data and digital imagery contained on the CD(s) or any other data provided with or contained on the CD(s). The purchaser is expected to determine if the accuracy and quality of the GIS data and digital imagery will meet their specific needs. No oral or written information or advice given by Maury County/City of Columbia Government, its agencies or employees shall increase in scope the before mentioned warranties or create any new warranties.

LIABILITY STATEMENT

LIMITED LIABILITY

In no event shall Maury County/City of Columbia Government be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of data, or other pecuniary loss) arising out of the use of or inability to use the GIS data and digital imagery.

