

**STATE OF GEORGIA  
EFFINGHAM COUNTY**

**EFFINGHAM COUNTY GOVERNMENT GIS DATA LICENSING AGREEMENT**

This License Agreement, Limited Warranty and Liability Statement is a legal and binding agreement between you, the user of Effingham County GIS data and/or imagery CD(s) and the Effingham County Government. The data contained on the CD(s) are licensed by Effingham County 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 Effingham County GIS, 601 North Laurel Street, Springfield GA 31329.

**Grant of License**

Effingham County 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.

**Copyright**

You are hereby notified that Effingham County GIS data and digital imagery are protected by United States copyright laws and international treaty provisions.

**Other Restrictions**

You may not loan, rent, lease, sub-license or pledge Effingham County GIS data and digital imagery.

You may not sell, trade, or bargain any computer files containing any of the GIS data and digital imagery provided to you by Effingham County Government.

You may not reverse engineer, decompile, disassemble, or create derivative works without the express written permission of Effingham County Government.

You may not reproduce the GIS data and digital imagery for distribution outside your organization.

**Choice of Law and Forum Selection**

The laws of the State of Georgia shall govern this License Agreement. Any action arising from or related to this agreement or the use of Effingham County GIS data shall be filed in a state court of competent jurisdiction within Effingham County, Georgia or in the United States District Court for the Southern District of Georgia.

**Limited Warranty -GIS Data and Digital Imagery**

Effingham County 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 Effingham County 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 Effingham County 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.

This \_\_\_ day of \_\_\_\_\_, 2015.

NAME OF COMPANY:

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Please sign and print name and title above