



# Software Evaluation Policy

Version 1.0  
Published  
October 6, 2010

Provided  
By  
[City & County of San Francisco Committee on Information Technology](#)

*Copyright © 2003-2010 NarrowCast Group, LLC. All rights reserved.*  
<http://www.itbusinessedge.com>



NarrowCast Group, LLC ●●● 10400 Linn Station Road, Suite 100 ●●● Louisville, KY 40223

## **Terms and Conditions**

Thank you for participating in IT Business Edge's Knowledge Network, a professional community providing users with high-quality, useful information, documents, tools, and templates (collectively "Works" and individually a "Work") to support your business' success (collectively ITBusinessEdge.com and the Knowledge Network shall be referred to as the "Service"). By using the Service, you agree to the following terms and conditions of use and any changes or modifications made and published online from time to time without notice to you.

All downloaded Works are exclusively for the personal or professional use of the individual or company that downloads the Works. No part of any Work on the Knowledge Network may be reproduced, distributed, or resold in any form, by any means, without the express permission of the copyright holder.

Works uploaded to the Knowledge Network must be uploaded by the copyright holder or a designated representative of the copyright holder. By uploading a Work to the Knowledge Network, you represent and warrant that you hold the copyright to the Work or have the express permission of the copyright holder to upload the Work.

By uploading a Work, you further agree to indemnify, defend, and hold harmless IT Business Edge and its subsidiaries and affiliates and their respective directors, officers, shareholders, employees, agents, clients and contractors from and against any loss, claim, demand, cost and expense (including reasonable legal fees) asserted by any third party due or arising from or in connection with the uploaded Work. IT Business Edge reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, which shall not excuse your indemnity obligations.

All persons who upload Works to the Knowledge Network grant to IT Business Edge an irrevocable, perpetual, world-wide, royalty-free, and non-exclusive license to redistribute those Works through the Knowledge Network and other interactive channels. Any user who creates a derivative Work based on a Work on the Knowledge Network hereby assigns the copyright to the derivative Work to the original copyright holder.

Documents or materials created explicitly for direct marketing campaigns should not be submitted the Knowledge Network.

Any Work known to be violating this policy will be removed immediately. Users that knowingly upload Works for which they do not own the copyright are subject to removal from the Knowledge Network.

It is the IT Business Edge's policy to respond to notices of alleged copyright infringement that comply with applicable intellectual property law, including but not limited to the Digital Millennium Copyright Act.

If your copyright is infringed: If you believe that material posted on this site violates your copyright, or provides references or links to any other websites which contain allegedly infringing

materials, please immediately provide IT Business Edge's Copyright Agent with a written statement ("Notification of Copyright Infringement").

IT Business Edge reserves the right to evaluate complaints of abusive behavior, including profanity and threatening language, in all of our interactive user experiences, including the Knowledge Network. Any content determined to be abusive may be removed, and users found to be engaged in abusive conduct may have their subscription to the IT Business Edge, including but not limited to access to the ITBusinessEdge.com website and the Knowledge Network, revoked.

**DISCLAIMER OF WARRANTIES.** IT Business Edge will use its best efforts to moderate all uploaded Works for quality and technical veracity before they are published for use by the Knowledge Network community. Nevertheless, THE KNOWLEDGE NETWORK AND ASSOCIATED CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. IT BUSINESS EDGE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR OTHER VIOLATIONS OF RIGHTS.

YOU UNDERSTAND AND AGREE THAT ANY OF THE MATERIAL AND/OR OTHER DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOADING OF SUCH MATERIAL OR DATA. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IT BUSINESS EDGE OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF SERVICE.

**LIMITATION OF LIABILITY.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IN NO EVENT SHALL IT BUSINESS EDGE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, CONTENT OR OTHER INTANGIBLE LOSSES (EVEN IF IT BUSINESS EDGE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM (I) THE USE OR INABILITY TO USE THE SERVICE (INCLUDING, BUT NOT LIMITED TO DELETION OR LOSS OF CONTENT, DEFECTS OR DELAYS IN TRANSMISSION, OR ANY FAILURE OF A SERVER, OR THE INTERNET), (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM THE COST OF ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE, (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE OR, (V) ANY OTHER MATTER RELATING TO THE SERVICE. IF YOU ARE DISSATISFIED WITH THE SERVICE, THE MATERIALS AVAILABLE ON OR THROUGH THE SERVICE, OR WITH ANY OF THE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE.

Again, thanks for subscribing to ITBusinessEdge.com and being part of the Knowledge Network.