

LocalMaps – Software Licence Agreement

1. Where this Agreement Applies

1.1 **Application:** This Agreement applies to the licence of the software known as LocalMaps (**Software**) to the Licensee by Eagle Technology Group Limited (NZCN 249100) (**Licensor**) and any use of the Software by the Licensee.

1.2 **Acceptance:** The Software is licensed to the Licensee either as:

- (a) an on-premise deployment (**On-Premise Version**), in which case the Licensee indicates its acceptance of the terms of this Agreement by electing to install, or directing the installation by the Licensor or any third party of, the Software onto the Licensee's computer system or hardware; and/or
- (b) as an online service, in which case the Licensee indicates its acceptance of the terms of this Agreement by accessing and/or using the Software through the Licensor's online portal or other means (**Online Version**).

1.3 **General Terms Apply:** The General Terms are incorporated into, and the Licensee acknowledges and accepts that it has read and understands the General Terms, and that the General Terms apply to, this Agreement. The General Terms can be viewed [here](#)

2. Grant Of License

2.1 **Grant:** The Licensor grants to the Licensee, and the Licensee accepts, a non-exclusive and nontransferable licence to use the Software and the Documentation solely for the Approved Purpose on the terms and conditions of this Agreement and permits the use of the Software by End Users as recorded in the Quote.

2.2 **Term:** The licence granted in this clause 2 will continue for the duration of the Term unless otherwise terminated under clause 8 (Termination)8.

3. Obligations of the Licensee

3.1 The Licensee will:

- (a) use the Software and the Documentation for lawful purposes only and must not copy (except making a single copy for the Licensee's own back-up purposes), reproduce, translate, decompile, reverse-engineer, resell, modify, vary, sub-license or otherwise deal in the Software or the Documentation except:
 - (i) as expressly provided for in this Agreement; or
 - (ii) to the extent expressly permitted by any applicable law or treaty where, and only to the extent that, that law or treaty cannot be excluded, restricted or modified by agreement.
- (b) ensure the Software is protected at all times from misuse, damage, destruction or any form of unauthorised use, copying or disclosure.
- (c) maintain all proprietary notices on the Software.

- (d) must at least have one 'ArcGIS Online' or 'ArcGIS Enterprise' Creator User Type for the role of Administrator.
- (e) not transfer, assign or otherwise deal with or grant a security interest in the Software, the Documentation or the Licensee's rights under this Agreement.
- (f) not challenge the Licensor's (or its licensors') ownership, or the validity, of the Software, the Documentation or any other item or material created or developed by or on behalf of the Licensor under or in connection with this Agreement (including all Intellectual Property in those items).
- (g) notify the Licensor in writing immediately after it becomes aware of any circumstance which may suggest that any person may have unauthorised knowledge, possession or use of the Software.
- (h) comply with all applicable privacy laws in connection with its use of the Software and this Agreement. Without limiting its obligations under this clause 3.1(h), the Licensee will notify all of its End Users, personnel and other individuals using the Software about the information handling practices and the Privacy Policy available at [Privacy Policy | Eagle](#)

4. Intellectual Property and Reservation of Ownership

- 4.1 The Licensor is the owner and/or authorised licensee of all Intellectual Property in the Software and Documentation, including, without limitation, written materials, logos, names and other support materials provided to the Licensee under this Agreement and/or prior to the execution of this Agreement. Subject to the license expressly granted by the Licensor by clause 2.1, this Agreement does not transfer from the Licensor to the Licensee any interest in the Software, Documentation, or Intellectual Property in the Software or Documentation, all right, title and interest in which remains solely with the Licensor. All provisions under this Agreement by the Licensor to the Licensee, including, without limitation, the Software, are licensed and not sold. The Licensor does not and has not transferred any ownership interests in any form or manner to the Licensee. The Licensor owns or holds a licence to the Software which is protected by New Zealand law and applicable international laws, treaties, and conventions regarding intellectual property or proprietary rights, inclusive of trade secrets. The Licensor reserves all rights not specifically granted in this Agreement including the right to change and improve the Software and Documentation.

5. Third Party Software

- 5.1 Unless incorporated in the Software or agreed in the Quote, the Licensee will be solely responsible for obtaining licenses for any third-party software that is required in connection with the use of, or to obtain the full benefit of, the Software, from the relevant third party. Use of any third-party software will be subject to the terms of the applicable third-party licence agreement, and the Licensor provides no warranties and has no liability in connection with the Licensee's or any other party's use of such third-party software, including to the extent that that third party software may interact with or modify the operation of the Software.

6. Fees

- 6.1 In consideration of the licence granted under this Agreement, the Licensee will pay the Fee to the Licensor without set off or deduction in accordance with the Payment Terms. Unless recorded otherwise in the Quote, the Fee is based on a per organisation, per annum basis.

The Licensor will provide minimum 20 working days' notice of any change to fees (unless expressly provided otherwise in the Ordering Terms). Any increase in the Fees or any component of the Fees will not affect the current term of any existing licenses.

7. Limitation of Liability

7.1 Disclaimer of Liability

- (a) Neither party will be liable to the other for any indirect, special, incidental, or consequential damages; lost profits; lost sales; loss of goodwill; or costs of procurement of substitute goods or services.
- (b) Neither party will be liable to the other for any direct damages exceeding the applicable subscription fees during the 12-month period upon which the related claim arose.
- (c) The limitation and exclusions of liability in the above do not apply to the Licensee's infringement, misuse or misappropriation of the Licensor's Intellectual Property, including but not limited to Intellectual Property in or associated with Software or Documentation.

7.2 The Software is supplied "as is" and "as available" with any and all faults and defects and without any warranties by the Licensor of any kind, including that the Licensor does not warrant that the Software is bug- or error-free or warrant any level of service availability. It is the Licensee's sole responsibility to ensure the Software performs the purpose for which it is obtained required and will function properly in the environment in which it is to be used.

8. Term and Termination

8.1 This Agreement commences on acceptance under clause 1.2 and will continue until:

- (a) the end of the Term; or
- (b) such time that the Licensee elects in writing to discontinue use of the Software and terminates the licence; or
- (c) either party terminates the licence for a material breach (including failure to pay the Fees or any part of the Fees that is due and payable) that is not cured within thirty (30) days of written notice to the other party, except that termination is immediate for a material breach of a nature that is impossible to cure.

8.2 Consequences of termination: Upon termination or expiry of this Agreement for any reason:

- (a) all Fees incurred but not yet paid will become immediately due and payable; and
- (b) the Licensee will immediately:
 - (i) stop, and ensure that all End Users stop, accessing and using the Software;
 - (ii) cease all access and use of the Software and clear any and all cached data it holds or controls relating to the Software; and
 - (iii) uninstall, remove, and destroy all copies of the Software in the Licensee's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to the Licensor in a form reasonably satisfactory to the Licensor.

9. **Support**

- 9.1 Maintenance and Support for the software is provided in accordance with the Support Policy. Unless agreed in writing (including if agreed in the Quote), any issues, errors or problems arising from configuration of the Software outside the standard as-is configuration are not covered by the Support Policy and will be addressed by the Licensor at its sole discretion, or by agreement.

10. **Content**

- 10.1 All content and information shown displayed on or by the Software is the sole responsibility of the Licensee or other person who provides or inputs that content. The Licensee accepts all responsibility and risk associated with access to that content and information by and End Users. The Licensor is not responsible for errors or omissions in this content or information, or for any damages or losses the Licensee or any End user may incur in connection with such errors or omissions.

11. **Implementation**

- 11.1 Unless agreed in writing, the Licensor will be responsible for installation of Software for the applicable End-User. Configuration of the Software is the responsibility of the Licensee and/or each End User unless agreed otherwise in the Quote.

12. **Amendment:**

- 12.1 The Licensor may modify these the terms and conditions of this Agreement from time to time. If the Licensor makes material changes to the terms of this Agreement, the Licensor will provide the Licensee with advance notice through email, or by other means, to provide the Licensee with the opportunity to review the changes before they become effective. The Licensee's continued use of the Software after the Licensor publishes or provides notice of any changes to these terms and/or the General Terms constitutes acceptance by the Licensee of the updated terms of this Agreement as of their effective date.

13. **Interpretation**

- 13.1 **Definitions:** As used in this agreement, unless the context requires otherwise:

- (a) **Agreement** means this Software Licence Agreement.
- (b) **Approved Purpose** means the act of organising, sharing and reporting on the Licensee's spatial data to the End Users.
- (c) **Documentation** means any hard-copy or electronically reproducible technical documents associated with the Software.
- (d) **End User** means each individual who accesses the Software, including but not limited to the Licensee and its agents or employees.
- (e) **Fees** means the charges payable by the Licensee in relation to its licence to and use of the Software, as recorded in the Quote.
- (f) **General Terms** means the Licensor's General Terms, available at [Eagle General Terms April 2025 2.pdf](#), and which may be updated from time to time.

- (g) **Licensee** means the organisation recorded in the Quote who obtains a licence to use, and access to, the Software under this Agreement.
- (h) **Licensor** means Eagle Technology Group Limited (NZCN 249100).
- (i) **Online Version** has the meaning given in clause 1.2(b).
- (j) **On-Premise Version** has the meaning given in clause 1.2(a).
- (k) **Quote** means the quotation from the Licensor to the Licensee referring to this Agreement and recording the Fees, Term, Payment Terms, any limit to the number or identity of End Users and may include terms in respect of other services to be provided to the Licensee in conjunction with the Software.
- (l) **Payment Terms** means any terms relating to payment of the Fee recorded in the Quote or, if not specified, the terms relating to charges and payment in the General Terms.
- (m) **Software** has the meaning given in clause 1.1.
- (n) **Support Policy** means the Licensor's policy relating to maintenance and support services available at [GIS support | Eagle](#)
- (o) **Term** means the term of licence recorded in the Quote.

13.2 In this Agreement, unless the context requires otherwise:

- (a) any terms capitalised and not defined in this Agreement have the meaning given in the General Terms;
- (b) clause and other headings are for ease of reference only and do not affect the interpretation of this Agreement;
- (c) words importing the singular include the plural and vice versa; and
- (d) a reference to:
 - (i) a **party** includes that party's permitted assigns;
 - (ii) a **person** includes a body corporate, unincorporated association or a partnership;
 - (iii) **\$** or **dollar** is a reference to the New Zealand currency;
 - (iv) **personnel** includes officers, employees, and contractors;
 - (v) **including** and similar words do not imply any limitation; and
 - (vi) a **statute** includes references to regulations, orders or notices made under or in connection with the statute or regulations and all amendments, replacements or other changes to any of them.