



# Terralink Land Cover Data Base information request form

## customer details

customer name

Please tick appropriate boxes.

email

delivery address

no & street	
suburb or town	
city or district	

post box address

po box no	
suburb or town	
city or district	

phone

mobile phone

## product info & pricing

I wish to order LCDB 1

I wish to order LCDB 2

National Coverage \$600

Specific client area. \$350

Alternative Data format (POA)

Sub Totals

LCDB 1

\$
\$
\$
\$

LCDB 2

\$
\$
\$
\$

Total purchase price

**NOTE:** The standard pricing here is for the formats listed below. Other formats will be Priced on application (POA). The largest specific client area is to be either North or South Islands. All data will be supplied on CD ROM.

extent of client area

Description (see attached map or digital file giving client area.)

Data specification and format

Projection

NZMG

NZTM

Other (NOTE: POA)

Data format

.e00

Shape

MapInfo

Other (NOTE: POA)

## payment options

invoice (please supply PO)

purchase order number

or

credit card

Visa

Amex

Diners

MasterCard

card number

card holders name

expiry date

signature

## Terms and conditions

We acknowledge that we have read and understand the terms of the end user licence agreement and agree to be bound by such terms and conditions

Please sign



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## END-USER LICENCE AGREEMENT

### IMPORTANT - READ CAREFULLY

The End-User Licence Agreement (“EULA”) is a legal agreement between **you** and Terralink International Limited (“Terralink”) for the data specified in Schedule 1 (“the DATA”). The DATA is licensed by Terralink to you for use only on the terms set out below. Please read this EULA carefully. By using the DATA or making and using copies of the DATA, you agree to be bound by the terms of this EULA.

### GRANT OF LICENSE

1. Terralink grants to you the non-exclusive, personal and non-transferable right to use and modify one copy of the DATA for private, domestic and non-commercial purposes only. Obligations on “you” in this EULA include obligations on you not to permit others to engage in activity that would breach this EULA if you engaged in that activity.
2. You are permitted to make one copy of the DATA solely for backup purposes provided you reproduce and include the copyright notice found on the original on that backup copy.

### TERRALINK AND OTHER SUPPLIERS

3. You acknowledge and agree that:
  - (a) the DATA is owned by the Ministry of the Environment (“MfE”) on behalf of the Crown; and
  - (b) The terms of this EULA apply for the benefit of and may be enforced by MfE for the purposes of the Contracts (Privity) Act 1982.
4. All rights, title, interest and intellectual property rights (including copyright) in and to the DATA and any copies of the DATA that you may make are owned by MfE.
5. Terralink is not liable to you or any other person for any modifications, additions or deletions you make to the DATA, the impact of any modifications on the operation of the DATA, or for any infringement of copyright or other intellectual property rights arising from any image or other material you incorporate into the DATA. You are not permitted to copy and/or distribute the DATA, otherwise than in accordance with this EULA, even if you have modified it as described.
6. You are not permitted to:
  - (a) use the DATA to engage in computer programming or software development or to produce run-time or application software;
  - (b) modify (except as described above), disassemble, decompile or reverse engineer the DATA or any component of it or create derivative works or adaptations from it;
  - (c) distribute, rent or lease the DATA or any copies or component of it;
  - (d) remove, cover, overlay, obscure, alter or add to any copyright notice, legends, or terms of use featured in or on the DATA.

7. You acknowledge and agree that the provisions of this agreement may be changed from time to time by Terralink, and such changes will take effect on notification by [the Reseller].
8. Terralink, may without your consent, assign this licence to MfE or another agency representing the Crown.

## **COPYRIGHT**

9. The DATA is protected by the Copyright Act 1994 (New Zealand) and international copyright treaties, as well as other intellectual property laws and treaties. The DATA is licensed to you, not sold. Accordingly you must treat the DATA like any other copyright material.
10. Any copying or modification of the DATA beyond that described above is unauthorised and prohibited.
11. You must promptly notify Terralink if anyone makes a claim against you that the DATA infringes their intellectual property rights and shall indemnify Terralink against all any loss, cost or expense (including legal costs on a solicitor client basis), or liability arising from a claim alleging that the Data infringes the intellectual property rights of any person resulting from your use of the Data.

## **12. TERM**

- (a) This licence is effective from the time you load or use the DATA.
- (b) You may terminate this EULA at any time by destroying the DATA together with all copies in any form.
- (c) This licence will also terminate if you fail to comply with any term or condition of this EULA or if you become insolvent or bankrupt.
- (d) Terralink may terminate this EULA at any time upon 60 days written notice.
- (e) You agree upon termination to destroy the DATA together with all copies in any form.

## **TRANSFER AND ASSIGNMENT**

13. You may not transfer to another person or entity this EULA or any or all of your rights in relation to the DATA.

## **DISCLAIMER**

14. All conditions, warranties and guarantees, express or implied, by statute, common law, equity, trade customer usage or otherwise are expressly excluded to the maximum extent permitted by law.
15. Without limiting clause 14 you expressly acknowledge that:
  - (a) Terralink makes no representations and gives no warranties of any kind whatsoever in relation to the DATA. In particular, Terralink does not warrant that the DATA (including any maps incorporated in the DATA) is free from errors, omissions, or other inaccuracies, or is fit for any particular purpose. You agree to release Terralink from all liability (whether in

contract, tort (including negligence), equity or on any other basis) for any errors, omissions or other inaccuracies in the DATA.

- (b) Terralink makes no representations and gives no warranties that the DATA, as delivered, (whether or not it is combined with your data) will be capable of being processed on your computer equipment and software or that your data will be compatible with the DATA or work effectively in combination with the DATA.
- (c) Terralink has no obligations to install or convert the DATA for use by you with your computer equipment and software (such installation and conversion being entirely at your own risk), nor does Terralink have any obligation for training you or your personnel in the use of the DATA.
- (d) Terralink does not give any warranty that the DATA will be free from infection, viruses or destructive code. Terralink shall not be liable (whether in contract, tort (including negligence), equity or any other basis) for any damage to, or viruses that may infect your computer equipment or software due to your use, installation or conversion of the DATA.

16. The entire risk as to the quality and performance of the DATA is with you. If the DATA proves defective you assume the entire cost of all necessary support, repair or correction. You also acknowledge that you are acquiring the Data for the purposes of a business and that the Consumer Guarantees Act 1993 does shall not apply to this supply of the Data.

#### **LIABILITY AND INDEMNITIES**

17. Terralink shall not be liable (whether in contract, tort (including negligence), equity or on any other basis) for any loss, damage, liability, or expense sustained by you or any other person, directly or indirectly, from any use whatsoever of the DATA or otherwise in connection with this EULA (even if Terralink has been advised of, or has knowledge of, the possibility of such loss, damage, liability or expense). Such loss/damage includes, without limitation, damage to property, injury to persons, loss of profits, business interruption loss, loss of data, any other loss, damage or expense that arises either as a result of the DATA being shown to be wholly or partially incorrect or unsuitable, or arising from non-delivery or delay in delivery of the DATA and loss as a result of any amendment to or deletion of the DATA in accordance with clause 5 of this EULA.
18. Without limiting clause 17, Terralink shall not be liable (whether in contract, tort (including negligence), equity or on any other basis) for any loss, damage, liability or expense whatsoever arising from any modification, amendment or deletion made to the DATA or any compilation or derivative work created from or using the DATA in each case whether made by you, or by any other person.
19. In the event that any exclusion of Terralink's liability set out in this EULA is inapplicable or is held unenforceable, Terralink's total aggregate liability under or in connection with this EULA, or arising out of any use, reproduction, modification, amendment or deletion of the DATA, or creation of compilations or derivative works of or from the DATA (by you or by any other person), whether that liability arises in tort (including negligence), contract, equity or on any other basis, shall be limited to \$500.

**GOVERNING LAW**

- 20. The EULA shall be governed by the laws of New Zealand and the courts of New Zealand shall have non-exclusive jurisdiction over it.
- 21. A failure or neglect by either party to enforce at any time any of the provisions of this EULA shall not be construed or deemed to be a waiver of that party's rights under this EULA.

<b>For the Client</b>	<b>For Terralink</b>
<p style="text-align: center;">_____ <b>(Signature)</b></p> <p><b>Name:</b> <b>Position:</b> <b>Date:</b></p>	<p style="text-align: center;">_____ <b>(Signature)</b></p> <p><b>Name:</b> <b>Position:</b> <b>Date:</b></p>

## SCHEDULE 1

The Land Cover Database consists of the following programs and documents:

- (a) Land Cover Database 1 ("LCDB1") and Land Cover Database 2 ("LCDB2") Geographic Information System data in New Zealand Map Grid and New Zealand Transverse Mercator projections for all Regional Councils in New Zealand. LCDB2 is the amended and updated version of LCDB1; and
- (b) LCDB2 metadata using ANZLIC Metadata Guidelines; and
- (c) The Illustrated Guide to Target Land Cover Classes; and
- (d) The User Guide.