

**THIRD PARTY LICENSE (the "Written Undertaking")**

TO: ALBERTA DATA PARTNERSHIPS LTD.

AND TO: AltaLIS LTD. ("AltaLIS")

WHEREAS:

A. Alberta Data Partnerships Ltd. ("ADP") has licensed to \_\_\_\_\_ (the "Licensee") certain digital mapping data (the "Supplied Data") pursuant to a license agreement (the "License Agreement");

B. The End User Licensee requires the services of \_\_\_\_\_ (the "Third Party Licensee") in utilizing the Supplied Data in accordance with the License Agreement.

IN CONSIDERATION of ADP permitting the End User Licensee to use the Supplied Data and to disclose the Supplied Data to the Third Party Licensee, the Third Party Licensee agrees with the End User Licensee and ADP as follows:

1. The Third Party Licensee acknowledges and agrees that it has been granted a non-transferable and non-exclusive limited right and license to use the Supplied Data only for the purpose of providing services to the End User Licensee.
2. The Third Party Licensee shall only use the Supplied Data in the provision of its services to the End User Licensee and shall not share the Supplied Data with, or otherwise distribute the Supplied Data to, any other person, firm or corporation, whether for a fee or otherwise, unless the express written consent of ADP or its agent AltaLIS is first obtained.
3. The Third Party Licensee agrees to return to AltaLIS as agent for ADP all copies of the Supplied Data or any other materials relating to the Supplied Data in its possession or control made available to it by the End User Licensee forthwith upon demand by ADP or its agent AltaLIS.
4. The Third Party Licensee agrees that, in the event of a breach or threatened breach of the terms of this Written Undertaking, ADP shall be entitled to an injunction restraining the Third Party Licensee from committing any breach of this Written Undertaking, or from committing a further breach of this Written Undertaking without showing or proving any actual damage sustained and, further, to an equitable accounting of all profits or benefits arising out of such breach, which right and remedy shall be cumulative and in addition to any other rights or remedies to which ADP may be entitled.
5. The Third Party Licensee's obligation under this Written Undertaking shall continue indefinitely, shall be binding on the Third Party Licensee and its successors, and shall be enforceable by ADP and the End User Licensee. This Written Undertaking is not assignable by the Third Party Licensee.
6. This Written Undertaking shall be governed by the laws of the Province of Alberta and the laws of Canada applicable therein. Any dispute arising out of this Written Undertaking shall be resolved by the Courts of the Province of Alberta.

IN WITNESS WHEREOF the Third Party Licensee has caused this Written Undertaking to be executed by its duly authorized officers as of \_\_\_\_\_.

\_\_\_\_\_  
(Third Party Licensee Name or Corporation)

Per: \_\_\_\_\_  
(Authorized Officer)

Print Name of Signatory: \_\_\_\_\_

Date: \_\_\_\_\_