

SeisWare Workstation Agreement

This agreement made the ____ day of _____, 2021

Between

SeisWare International Inc. (SII)

A corporation existing under the laws of Alberta whose office is located at 900, 940 – 6 Ave SW,
Calgary, AB, T2P 3T1

And

{Name: _____ } (Member)

[“Having an address at _____ ”]

Background

Whereas Member is a member in good standing of the CSPG and

Whereas SII is providing a virtual workstation (Workstation) where Members may access to public data and SII software.

The Scope

- SII agrees to grant limited, 8-hrs access for training purposes to CSPG members free of charge to use its software through Workstations set up by SII, hereafter referred to as the Service. Access to the software will include access to selected data packages and training videos.
- Each Member will be eligible for a maximum of three sessions of 8-hrs. The 8-hrs will be continuous on a single calendar day.
- The Member must initiate the Workstation reservation process via the CSPG website.
- The Service will be available during weekdays only from 9:00 AM to 5:00 PM, Mountain Time.

Conditions of use

- The Member must provide SII with a valid email address for Workstation login setup.
- SII agrees that any contact information provided will not be shared or used by SII for any purpose other than the setup and use of the Workstation

- The Member agrees that the Workstation is to be used for training purposes only. As such, the Member agrees that no data, software, training videos, or other content are to be removed from the Workstation.

Miscellaneous

- Governing Law and Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein. Each Party accepts the jurisdiction of the courts of the Province of Alberta and all courts of appeal therefrom.
- Confidential Information: All data and information obtained from or in respect of any matter pursuant to this Agreement shall be held by the Parties in the strictest confidence and each Party undertakes and agrees not to divulge such information unless such release is in compliance with applicable laws pertaining to privacy and not to divulge such information to any third party unless the written permission of the other Parties hereto is first obtained. This includes and is not limited to CSPG members' contact information provided to set up the workstations.
- Notices: Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered personally, electronically, or by mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address as listed on the first page of the agreement.
- Severability: If any provision of this Agreement is held to be unenforceable under applicable law in any context, such provision shall be deemed limited or modified to the minimum extent necessary to render it enforceable under applicable law in such context, in a manner most closely approximating the intention of the parties as expressed herein, and the remainder of this Agreement shall remain in full force and effect.
- Entire Agreement: This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between the Parties with respect to the subject matter hereof.
- Invalidity: If any provision of this Agreement is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this Agreement.

Name

Date

Signature
