Attachment 2 SceneDoc Licensing Agreement

MASTER SUBSCRIPTION AGREEMENT
Hosted Installations – USA

Master Subscription Agreement governs the provision of Software and other Services by SceneDoc Inc. to the Subscriber named in the associated Order Form. In the event of a conflict between the terms of the Master Subscription Agreement and any Order Form, the Order Form shall prevail.

1. INTERPRETATION

a) Defined Terms. For the purposes of this Agreement:

"Agreement" means this Master Subscription Agreement together with any Order Form, schedules, addenda, and work orders executed by SceneDoc and the Subscriber;

"Confidential Information" has the meaning ascribed thereto in Section 7 of this Agreement;

"Documentation" means the SceneDoc Software Administration Guide.

"Fees" means the fees and charges specified in an Order Form or Work Order, including both recurring and one-time charges;

"Order Form" means any validly executed Order Form or Work Order between SceneDoc and the Subscriber;

"Software" means the software and technologies described in the Order Form;

"Subscriber" means the party specified in the Order Form or Work Order and its successors and permitted assignees;

"Subscriber Data" means any data, information or material submitted by the Subscriber in the course of using the Software;

"Term" means the term specified in the Order Form and each subsequent renewal;

"Upgrades" mean any standard changes or additions to the Software that correct errors or provide minor improvements; and

"SceneDoc" means SceneDoc Systems Inc., a Canadian Corporation, and its successors and permitted assignees.

2. GRANT OF RIGHTS

a) License to Use Software. SceneDoc grants the Subscriber a non-exclusive, non-transferable, worldwide, object-code only, limited license to use and access the Software for its internal business purposes only, subject to the terms and conditions of this Agreement. This license is granted on a subscription basis only for the term of this Agreement for the number of users specified in the Order Form.

b) Restrictions of Use. The Subscriber's rights to use the Software shall be subject to the following restrictions:

(i) Subscriber shall not copy, reproduce, translate, modify, or adapt the Software, except as may be specifically allowed under this Agreement;

(ii) Subscriber shall not use the Licensed Software on, or allow others to use the Licensed Software on a server not approved by the Vendor;

(iii) Subscriber shall not sell, lease, rent, sublicense, distribute, or otherwise transfer the Software in any manner; and

(iv) Subscriber shall not decompile, disassemble, reverse translate, or otherwise reverse engineer any portion of the Software.

3. OWNERSHIP OF SOFTWARE

a) Ownership. Subscriber acknowledges that the Software and the Documentation, and all copies made by Subscriber as permitted by this Agreement, are the exclusive property of SceneDoc and title shall at all times remain with SceneDoc or its assignee. SceneDoc shall own all right, title and interest, including copyright, in and to all Upgrades, solutions, designs, improvements, derivatives and modifications developed in relation to the Software even if they have been requested or suggested by the Subscriber.

b) Protection. Subscriber will take all reasonable steps to protect the Software from any use, reproduction, publication, disclosure, or distribution that is not specifically authorized by this Agreement. To this end, the Software shall be accessed through a secured, password protected website. Subscriber will not:

(i) transmit or share identification or password codes;

(ii) permit the identification or password codes to be cached in proxy servers and accessed

by individuals who are not authorized users; or

(iii) permit access to the software through a single identification or password code being made available to multiple users. Subscriber agrees to immediately notify SceneDoc of any known or suspected breach of these protective measures.

c) Notices. Subscriber shall not remove, alter, cover, or distort any copyright, trademark, or other proprietary rights notice placed by SceneDoc in or on the Software or Documentation and shall ensure that all such notices are reproduced on all authorized copies of the Software and Documentation made by Subscriber.

d) Reservation of Rights. Subject to the limited rights expressly granted hereunder, SceneDoc reserves all rights, title and interest in and to the Software, including all related intellectual property rights. No rights are granted to Subscriber other than as expressly set forth in this Agreement.

4. SYSTEM AND ACCESS

a) Delivery and Installation. Upon execution of this Agreement and payment of all applicable fees, the Software shall be delivered by a secured connection. SceneDoc shall assist Subscriber to make changes to its quality assurance and production environments according to Subscriber's internal change control procedures. Successful installation and use of the Licensed Software is contingent on the Subscriber meeting the hardware and software requirements specified by SceneDoc. Subscriber agrees to provide the services of its own technical personnel during the installation process. Subscriber may copy and maintain a total of three (3) instances of the Software only for its QA environment, the Production environment and for back-up purposes and may make a reasonable number of copies of any associated documentation required for its internal business purposes.

b) Software and Hardware Requirements. Subscriber shall be responsible for procuring and maintaining all hardware and software necessary to access the Software, including internet connectivity. Subscriber shall be responsible for maintaining adequate backups of all data.

c) Ownership of Data. SceneDoc does not own any Subscriber Data. The Subscriber shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Subscriber Data and SceneDoc shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Subscriber Data.

5. FEES

a) Fees. Subscriber shall pay to SceneDoc all Fees specified in the Order Form or Work Order. Fees are based on services purchased and not actual usage. The Parties agree to renegotiate in good faith for an adjusted Fee in the event that the Subscriber substantially increases its asset size through merger or acquisition.

b) Taxes. Subscriber shall pay all applicable current and future federal, state and municipal/county taxes on the Fees, including duties and tariffs, imposed upon this Agreement, the possession or use of the Software, and the services provided hereunder, excluding, however, all taxes on or measured by Subscriber's income, and any income or other tax owed by SceneDoc upon receipt of the fees. If subscriber has a tax exempt status, a copy of its tax exempt certificate must be provided to Siamese System at the time of the order. All Fees are exclusive of taxes. If applicable laws require the withholding of taxes under this Agreement, Subscriber shall notify Subscriber, make the applicable withholding and remit the required tax to the appropriate government authority. Subscriber confirms that it is not a GST/HST registrant and is a non-resident of Canada within the meaning of the Excise Tax Act.

6. SUPPORT AND MAINTENANCE

a) Support Services. SceneDoc personnel will be available to persons designated by Subscriber by phone or email to answer questions regarding the use of the Software and to help identify, verify, and resolve problems with the Software. Telephone and Email Support are available Monday through Saturday, 8:00 a.m. to 5:00 p.m., Gross Meridian (GMT) + 5.

b) Error Corrections. Upon receipt of notice of an error, SceneDoc will assign a priority level according to the following criteria:

Priority A – severe: an error that results in the Software being substantially non-functional or inoperative.

Priority B – high: an error that results in a decrease in the performance in any functionality of the Software, but does not prevent the Subscriber from continuing to use the Software.

Priority C – minor: an error that results in the Software operating or performing other than as described in the Documentation, but which does not have a material adverse effect on the performance of the Software.

c) Response Times. SceneDoc will use commercially reasonable efforts to correct reported errors or provide a work around solution for each priority level subject to the following response times:

SceneDoc will deploy appropriate and reasonable resources to correct Priority A defects immediately upon being informed of the problem. Within one (1) business day of being notified of the details of the defect, SceneDoc will use commercially reasonable efforts to provide information to Subscriber as to the length of time it will take to correct the defect and undertakes to notify Subscriber every two hours as to the status of such correction.

SceneDoc will deploy appropriate and reasonable resources to correct Priority B defects immediately upon being informed of the problem. Within four (4) business days of being notified of the details of the defect, SceneDoc will use commercially reasonable efforts to provide information to Subscriber as to the length of time it will take to correct the defect.

Corrections for Priority C defects will be available at SceneDoc's discretion.

d) Software Upgrades. During the term of this Agreement, SceneDoc shall automatically provide Subscriber with access to Upgrades at no charge.

7. CONFIDENTIALITY

a) Confidential Information. For purposes of this Agreement, the term "Confidential Information" shall mean all documents or information disclosed by one party to the other:

(i) marked as "PROPRIETARY" or "CONFIDENTIAL";

(ii) relating to the respective technologies, software, strategies, trade secrets, internal operating environments, products, customer lists and business of either party;

(iii)

(v) other documents or information customarily regarded as being proprietary or confidential.

During the Term and indefinitely thereafter, each party shall keep confidential, shall not use for itself or the benefit of others, and shall not copy or allow to be copied, in whole or in part, any Confidential Information other than as reasonably necessary to fulfill the terms of this Agreement or as permitted by applicable privacy laws and Regulations

b) Exceptions. The obligations of confidentiality imposed upon the parties by the foregoing paragraph shall not apply with respect to any alleged Confidential Information which:

(i) is known to the recipient thereof prior to receipt thereof from the other party hereto;

(ii) is disclosed to said recipient by a third party who has the contractual right to make such disclosure;

(iii) is or becomes a part of the public domain or public knowledge through no fault of said recipient;

(iv) is independently developed by the recipient without reference to the disclosing party's Confidential Information; or

(v) is required to be disclosed under operation of law, as long as the party affected has the opportunity to apply to the applicable legal entity for a protective order.

c) Security. Each party will use the same degree of care to protect the other's Confidential Information as it uses to protect its own Confidential Information of like nature, but in no circumstances less than reasonable care. SceneDoc shall implement appropriate measures to ensure the security and confidentiality of all Customer Information in its possession from time to time, including, protecting against any anticipated threats or hazards to the security or integrity of the Customer Information, and protecting against unauthorized access to or use of the Customer Information that could result in substantial harm or inconvenience to any customer of the Subscriber. Each party will take appropriate action to address incidents of unauthorized access to the other's Confidential Information, including promptly notifying other of the unauthorized access.

d) Return of Confidential Information. Confidential Information shall be returned to the originating party, upon request, or shall be properly disposed of in accordance with applicable requirements of the Guidelines for Safeguarding Customer Information, once the services contemplated by this Agreement have been completed or otherwise terminated.

8. LIMITED WARRANTY

SceneDoc warrants that:

(a) it has title to the Software or has acquired the right to license portions of the Software from third parties and SceneDoc has full power and authority to grant to the Subscriber the rights granted hereunder;

(b) it has not placed, nor is SceneDoc aware of, any disabling code or any viruses in the Software which would alter, destroy, or inhibit the software, or its use by Subscriber;

(c) to its knowledge, the Software does not infringe upon any United States' copyright, registered patent, trademark, service mark, trade name owned by a American third party; and

(d) SceneDoc personnel will exercise due care in the provision of any services.

e) Subscriber Warranties. Subscriber represents, warrants and covenants to mDialog as follows: (i) Subscriber exists under the laws of its

own jurisdiction and is not under any contractual obligation that would preclude it from entering into this Agreement, granting the licenses granted hereunder or would interfere with the use of the Subscriber Data provided under this Agreement; (ii) Subscriber owns or has properly licensed all rights in the Subscriber Data at all times during the Term; (iii) the Subscriber Data is not, nor will be, in violation of any United States' laws or third party intellectual property rights; (iv) all Subscriber Data and Subscriber's use of the Software does and will comply with all applicable United States' laws; and (v) neither this Agreement nor the performance of or exercise of rights under this Agreement will violate, conflict with, or result in the breach of any term, condition, or provision of any agreement or legal obligation (whether or not existing at the effective date) to which Subscriber is a party or by which it may be bound, or constitute a default thereunder.

THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY SCENEDOC WITH RESPECT TO THE SOFTWARE, THE SERVICES AND ANY PART THEREOF. SCENEDOC MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SCENEDOC DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE WILL OPERATE CONTINUOUSLY OR WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY ERRORS WILL BE CORRECTED.

9. LIMITATION OF LIABILITY

IN NO EVENT WILL SCENEDOC BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS OR GOODWILL, LOSS OF USE OR DATA, INTERRUPTION OF BUSINESS, OR FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF SUCH PARTY RECEIVED ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY (EXCEPT AND EXPRESSLY STATED HEREIN),

WHETHER OR NOT ANY OF THE MATTERS AFORESAID ARISES IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR MISREPRESENTATION OR BREACH OF STATUTORY DUTY OR ANY DUTY UNDER GENERAL LAW OR ANY OTHER LEGAL THEORY.

SCENEDOC'S ENTIRE LIABILITY TO THE SUBSCRIBER UNDER THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR MISREPRESENTATION OR BREACH OF STATUTORY DUTY OR ANY DUTY UNDER GENERAL LAW OR ANY OTHER LEGAL THEORY, (EXCEPT FOR SIAMESE SYSTEM'S DUTY TO INDEMNIFY AGAINST INFRINGEMENT AS PROVIDED HEREIN) WILL NOT EXCEED THE TOTAL FEES PAID TO SCENEDOC BY THE SUBSCRIBER FOR THE ASSOCIATED SUBSCRITION OR SERVICE DURING THE TERM.

10. TERM AND TERMINATION

How long is term More than 1 yr subject to approp

a) Term. Subscriptions shall start on the Subscription Start Date specified on the Order Form (or, if no date is specified, on the date the Order Form is signed by the Subscriber) and continue for the Term specified. At the end of each Term, this Agreement and applicable subscriptions shall be automatically renewed for an additional one year term subject to the current version of the Master Subscription Agreement then in effect. Either party may elect to not renew the subscription by giving at least ninety (90) days' written notice to the other party prior to the end of the then-current Term.

May want to not have automatic renewal. Easy to miss 90 day window

b) Termination for Cause (SceneDoc). SceneDoc may terminate this Agreement at any time prior to the expiration of the then-current Term if:

(i) Subscriber defaults in any payment due to SceneDoc and such default continues unremedied for at least 20 business days after receipt by Subscriber of written notice thereof;

(ii) Subscriber is in default with respect to any other provision of this Agreement and such failure or default continues unremedied for at least 30 days after receipt of written notice;

(iii) The Subscriber breaches any obligation related to the license rights and restrictions outlined in Section 2 or its obligations related to the protection of SceneDoc's Confidential Information as provided for here

c) Termination for Cause (Subscriber). The Subscriber may terminate this Agreement at any time prior to the expiration of the then-current Term if:

(i) SceneDoc is in default with respect to any provision of this Agreement and such failure or default continues unremedied for at least 30 days after receipt of written notice;

(ii SceneDoc breaches any obligation related to the protection of Subscriber's Confidential Information as provided for herein.

d) Automatic Termination. This Agreement terminates automatically, with no further action by either party, if:

(i) A receiver is appointed for either party or its property;

(ii) Either party makes an assignment for the benefit of its creditors;

(iii) Any proceedings are commenced by, for, or against either party under any bankruptcy, insolvency, or debtor's relief law for the purpose of seeking a reorganization of such party's debts, and such proceeding is not dismissed within 90 calendar days of its commencement; or

(iv) Either party is liquidated or dissolved;

e) Rights on Termination. Upon termination of this Agreement, Subscriber access to the Software shall be revoked and subject to the limited access rights described below, Subscriber shall immediately cease using the Software and Documentation. Termination of this Agreement shall not relieve Subscriber from its obligations arising hereunder before termination, including but not limited to the responsibility for paying previously accrued fees and the responsibility for not disclosing the Software. Following any termination of this Agreement, Subscriber shall have seven (7) calendar days to access the Software solely to retrieve the Subscriber Data and SceneDoc hereby disclaims any and all liability, express or implied, should Subscriber fail to retrieve its Subscriber Data during such time period. Termination of this Agreement shall not relieve either party from its obligations arising hereunder before termination relating to the other party's Confidential Information and the protection of SceneDoc's proprietary rights

11. INDEMNITY

a) Infringement - If any suit is brought against Subscriber based on a claim that the unmodified version of the Software originally delivered by SceneDoc infringes any existing United States' registered patent, copyright, or any unmodified upgrades, SceneDoc agrees that it will:

(i) defend the suit at its expense, as long as SceneDoc is notified promptly in writing and is given complete authority and information required to defend the suit; and

(ii) subject to the limitations contained in Section 9, pay all damages and costs finally awarded against Subscriber, provided that SceneDoc will not be responsible for any cost, expense, or compromise made by Subscriber without SceneDoc's written consent.

Should the Software or any part thereof become or, in SceneDoc's opinion, be likely to become, the subject of a claim for infringement, SceneDoc may, at its own expense and option, either

(i) procure for Subscriber the right to continue using such Software or

(ii) replace the same with non-infringing software or modify the Software so that it becomes non-infringing. If neither of these options is commercially reasonable, SceneDoc may terminate this Agreement and require that the Software be returned and, if the Agreement has been in effect for less than three years, refund a portion of the Subscription Fee prorated over a three year period. SceneDoc shall have no obligation for any such claim based on Subscriber modification of the Software, its combination, operation, or use with equipment, data, or software not approved by SceneDoc or as a result of any combination with or use of the Subscriber Data. This paragraph states SceneDoc's entire obligation regarding infringement or the like.

b) Unauthorized Use - ~~Subscriber shall indemnify SceneDoc from all claims, losses, and damages arising from the use by the Subscriber of the Software in a manner other than that provided in this Agreement, unauthorized use of the Software; the Subscriber's failure to protect its user names and passwords or the transfer of data extracts or from the access, use or storage of any Subscriber Data. Subscriber shall have the right to participate in the defense of any such claim at its own expense.~~

No authority to indemnify delete

12. DISPUTE RESOLUTION

Any controversy or claim arising out of or relating to this Agreement or involving any dispute regarding the interpretation or breach of this Agreement shall be resolved as follows:

a) Upon written request of either party, both parties shall appoint a designated representative whose task it will be to meet for the purpose of resolving such dispute.

b) Formal proceedings for the resolution of a dispute may not be commenced until the earlier of:

(i) The designated representatives concluding in good faith that amicable resolution through continued negotiations does not appear likely;

(ii) The expiration of the 30 day period immediately following the initial request to negotiate the Dispute.

~~c) In the event the parties are unable to resolve a dispute, a party shall commence arbitration.~~

No Arbitration delete

~~proceeding pursuant to the rules of the American Arbitration Association and each party hereto agrees to be bound by the decision~~ of the ~~arbitrators. Judgment upon the award~~ of the ~~arbitrators may be entered in any court of competent jurisdiction. The costs of arbitration shall be awarded by the arbitrator based on the success of each party of the arbitration.~~

13. U.S. GOVERNMENT RESTRICTED RIGHTS

Use, reproduction, release, modification or disclosure of the Software, or any part thereof, including technical data, is restricted in accordance with Federal Acquisition Regulation 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement (227.7202) for military agencies. The Software is a commercial product, which was developed at private expense. Use of the Software by any Government Agency is further restricted as set forth in this Agreement.

14. GENERAL PROVISIONS

a) Amendments. SceneDoc may amend this Agreement

b) Assignment. This Agreement may not be assigned by Subscriber or by operation of law to any other person, persons, firms, or corporations without the express written approval of SceneDoc, which consent shall not unreasonably be withheld.

c) Notices. All notices required under this Agreement shall be in writing and shall be by email or personal delivery, overnight carrier, or registered mail to the address specified in this Agreement or other address as either party may specify from time to time.

d) Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of ~~Delaware~~ Virginia. This Agreement shall be governed without regard to conflict of laws provisions and without regard to the United Nations Convention on Contracts for the International Sale of Goods and shall exclude the application of the Uniform Computer Information Transactions Act. The venue for any dispute between the parties shall be the appropriate court of ~~Delaware~~ Virginia and the parties unconditionally consent to this venue.

e) Force Majeure. Neither party shall be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such party. Such acts shall include, but not be limited to, acts of God, strikes, walkouts, riots, acts of war, terrorism, epidemics, failure of suppliers to perform, governmental regulations, power failure, earthquake, or other disasters. If the anticipated or actual delay or non-performance exceeds thirty (30) calendar days, the other party may immediately terminate the Agreement by giving notice of termination and such termination will be in addition to the other rights and remedies of the terminating party under the Agreement, at law or in equity.

f) Survival of Certain Provisions. The obligation to pay all accrued Fees, Siamese System's proprietary rights, limitation of liability and the confidentiality obligations set forth in the Agreement shall survive the termination of the Agreement by either party for any reason.

g) Headings. The titles and headings of the various sections and paragraphs in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever or to explain, modify, or place any construction on any of the provisions of this Agreement.

h) Entire Agreement. This Agreement, forms the entire agreement between the parties and supersedes all previous communications, oral or written, and all other communications between them relating to the subject matter hereof. No representations or statements of any kind made by either party that are not expressly stated herein shall be binding on such party. No provisions in the Subscriber's purchase orders or other business forms will supersede the terms and conditions of this Agreement, and no supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by a duly authorized representative of each party to this Agreement.

i) Waiver. The waiver by either party of a breach of any provisions of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by such party.

j) Compliance with Laws. By accessing the Software, Subscriber confirms that this Agreement and the performance of any rights and obligations hereof:

(i) are not restricted by or contrary to any law or regulation applicable to the Subscriber;

(ii) do not require registration or approval under the applicable laws governing Subscriber; and

(iii) will not require termination payments or compulsory licensing under the applicable laws of Subscriber.

k) Counterparts. Any Order Form or other document relating to this Agreement may be executed in counterparts, each of which may be original or electronic and shall together constitute one and the same binding instrument.

----------End of Document. Nothing Else Follows----------