

Exhibit E
Professional Services License Terms and Provisions
To
BlueCrest Equipment, Maintenance, Software & Professional Services Order Form

These Professional Services Terms and Provisions are attached as Exhibit E to the BlueCrest Equipment, Maintenance, Software & Professional Services Order Form, dated as of _____, 20__ (the "Order", and together with the BlueCrest Terms and Provisions, the Statement of Work (if applicable), the Application Software License Terms and Provisions (if applicable), the On-Call Maintenance Services Terms and Provisions or the On-Site Maintenance Services Terms and Provisions (if applicable), and these Professional Services Terms and Provisions, the "Agreement"), by and between DMT Solutions Global Corporation (d/b/a BlueCrest) ("BlueCrest") and _____ ("Client"). Any capitalized term used herein without definition shall have meaning assigned to such term in the Agreement.

1. Definitions

"Affiliate" means an entity that Controls, is Controlled by or is under common Control with Client;

"Control" means the ownership of more than fifty percent (50%) of an entity's stock or other voting interest;

"Deliverable(s)" means any computer software, written documentation, reports or materials developed by BlueCrest specifically for Client pursuant to the Order;

"Services" means the professional services to be performed by BlueCrest as described in the Order; and

"Warranty Period" means the thirty (30) day period following completion of the Services.

2. Services.

(a) BlueCrest will perform the Services in accordance with this Agreement and the Order. BlueCrest is not obligated to provide any Services unless set out in the Order. Unless otherwise set out in the Order or as agreed to by the parties, BlueCrest will commence performance of the Services fifteen (15) business days following execution of the Order and the Services will be performed at BlueCrest's offices. Unless otherwise stated in the Order, Services will be performed and billed in contiguous eight (8) hour increments. Changes or delays in the work schedule originating with Client are subject to the project change procedure and may result in an increase in fees.

(b) For a time and materials engagement, BlueCrest estimates that the Services will be completed in approximately the number of hours set out in the Order. BlueCrest does not represent, however, that the Services will be completed within the number of hours specified therein. Any estimates provided in the Order, including expected hours to complete the Services and any timeline provided by BlueCrest, are based on known functional requirements and technical environments as of the effective date of the Order.

(c) BlueCrest grants Client a non-exclusive, non-transferable, royalty-free, perpetual license to use the Deliverables on behalf of and for the benefit of Client. BlueCrest retains all right, title and interest to the Deliverables except for those rights expressly granted to Client and reserves all rights not otherwise expressly granted herein. Deliverables and Services are deemed accepted upon delivery unless otherwise set forth in an Order.

(d) Any modifications to the Services must be in writing and signed by authorized representatives of each party. The modifications may be set forth in a project change request or other document agreed to by the parties in writing. BlueCrest personnel performing Services at Client's offices will comply with Client's policies and procedures in effect at such location.

3. Fees; Expenses.

(a) Fees. Fees will be invoiced to Client based on one of the following billing options, as indicated in the Order:

(i) Time and Materials: For engagements with a time and materials billing schedule, invoices will be issued monthly in arrears as Services are performed, based on the hourly or daily rate set forth in the Order or other executed order document. If a minimum number of hours are indicated on the Order ("Minimum Hours"), Client will pay for and permit BlueCrest to perform the indicated number of Minimum Hours. Should any Minimum Hours not be performed within ninety (90) days of the effective date of the Order due to delay, unavailability, or other reason within Client's control, Client will promptly pay the fees for such Minimum Hours upon receipt of an invoice by BlueCrest, which will then be credited against the balance of fees due for completed Services as they are performed. If BlueCrest performs Services at Client's request on a weekend or federal holiday (for the country where the Services are being performed or if off-site the country where the BlueCrest resources are performing the Services), Client will pay BlueCrest one and a half (1.5) times the hourly or daily rate for all Services performed on such weekend or federal holiday.

(ii) Retainer Hours: Invoices will be issued to Client based on the number of hours or days indicated as Retainer Hours prior to commencement of any Services, based on the rates set forth in the Order or other executed order document. Retainer Hours are then allocated to Services performed upon execution until the Retainer Hours are depleted. All Retainer Hours

will be consumed in eight (8) hour increments and must be used within twelve (12) months of the effective date of the original Order purchasing the Retainer Hours. If Client fails to use the Retainer Hours within such time period, BlueCrest will not refund the unused pre-paid fees and will be under no obligation to perform the Services.

(iii) Fixed Cost: Invoices will be issued upon delivery of milestones, or in accordance with a billing schedule set forth in the Order or other executed order document.

(b) If expense reimbursement is defined in the Order, Client will also pay for all reasonable travel-related and out-of-pocket expenses incurred by BlueCrest in the performance of the Services in accordance with the current "Commissioner's Plan" established by the Commissioner of Minnesota Management and Budget which is incorporated in to this Participating Addendum by reference, see link: <http://www.mmd.admin.state.mn.us/commissionersplan.htm>, which will be billed on a monthly basis and due thirty (30) days following date of invoice.

(c) BlueCrest will provide Client with a monthly project status report accounting for the number of hours of Services performed in the prior month, and the expenses incurred in performance of the Services.

4. Client Obligations.

(a) Client will provide any assistance reasonably required by BlueCrest to perform the Services, including timely review of plans and schedules for the Services and reasonable access to Client's offices for Services performed onsite.

(b) Client will designate a project manager for the Services. The project manager will have the authority to make decisions on behalf of Client with respect to changes in the Services, resource allocation, expenditures, resolution of issues, scope changes and other matters involving the Services.

(c) Client will maintain a back-up of any data or data files provided to BlueCrest.

(d) Client will be responsible for securing all licenses for third party technology necessary for BlueCrest to perform the Services (including the right for BlueCrest to use such technology), and will be responsible for the performance of any third-party providing goods or services to Client related to the Services, including such third party's cooperation with BlueCrest.

5. Warranty.

(a) The Services will be performed in a professional manner in accordance with generally accepted industry standards for the software consulting industry. BlueCrest will use reasonable commercial efforts to complete the Services in accordance with the Order. If the Services fail to comply with this warranty during the Warranty Period, Client will promptly notify BlueCrest in writing specifying in reasonable detail any alleged non-conformities in the Services. Upon such notice, BlueCrest will, as Client's remedy, promptly re-perform any such Services in accordance with the Order and this Agreement.

(b) THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND BLUECREST DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

6. Indemnification.

a) BlueCrest will indemnify, defend, subject to the consent and approval of the Minnesota Attorney General, and hold Client, its officers, directors and employees, harmless from all losses, damages, and reasonable costs and expenses to the extent they arise out of a claim by a third party that the Deliverables or Services, as delivered by BlueCrest, infringe or misappropriate any copyright, trade secret, trademark or patent registered or valid within the country the Deliverables are authorized to be used. BlueCrest will have control of the defense and will defend at its own expense, any claim or litigation to which this indemnity relates, including the right to settle any such claim. Client must notify BlueCrest promptly of any such claim and provide reasonable cooperation to BlueCrest, upon BlueCrest's request and at BlueCrest's cost, to defend such claim. BlueCrest will not agree to any settlement which requires acknowledgment of fault by Client without Client's prior consent. Client may elect to participate in the defense of any claim with counsel of its choosing at its own expense.

b) If the Deliverables are subject to a claim of infringement or misappropriation, or if BlueCrest reasonably believes that the Deliverables may be subject to such a claim, BlueCrest will: (i) replace the Deliverables with a functional non-infringing equivalent; (ii) modify such Deliverables while retaining substantively equivalent functionality; or (iii) procure at no cost to Client the right to continue to use such Deliverables. If, however, BlueCrest determines that none of the foregoing alternatives are commercially reasonable, BlueCrest may terminate Client's license to the Deliverables and BlueCrest will, as Client's remedy, refund to Client the fees paid for such Deliverable.

c) BlueCrest will have no obligation to defend or indemnify Client under this Section 6 if the infringement or misappropriation results from: (i) modifications to the Deliverables by anyone other than BlueCrest; (ii) combination of the Deliverables with Client's equipment or non-BlueCrest software programs if such claim of infringement or misappropriation would have been avoided had such combination, operation or use not occurred; (iii) Client's failure to implement modifications (which if delivered to Client expressly to avoid infringement, will be delivered at no additional cost to Client and which will provide substantially the same functionality as the infringing or potentially infringing Deliverables); or (iv) Services performed or Deliverables developed at the direction of Client, where

Client specifies the means, manner or method of performing the Services or developing the Deliverables and to the extent BlueCrest did not exercise its independent judgment and discretion in performing the Services or developing the Deliverables.

7. Limitation of Liability.

A) **DISCLAIMER.** NEITHER BLUECREST NOR ITS THIRD-PARTY SUPPLIERS/LICENSORS WILL BE LIABLE FOR ANY PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, OR LOST DATA, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

B) **MAXIMUM LIABILITY.** NEITHER BLUECREST NOR ITS THIRD-PARTY SUPPLIERS/LICENSORS MAXIMUM LIABILITY FOR ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT (IN TORT, CONTRACT OR OTHERWISE) WILL EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO BLUECREST UNDER THE ORDER.

C) **EXCLUSIONS.** THE FOREGOING DISCLAIMER SET FORTH IN SECTION 7(A) (DISCLAIMER) DOES NOT APPLY TO BLUECREST'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 6 (INDEMNIFICATION). THE FOREGOING MAXIMUM LIABILITY SET FORTH IN SECTION 7(B) (MAXIMUM LIABILITY) DOES NOT APPLY TO BLUECREST'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 6 (INDEMNIFICATION).

8. Term & Termination.

(a) These Professional Services Terms and Provisions will be effective as of the effective date of the Order and will remain in effect until the Services are completed, the Services are terminated, or the termination date (if any) set out in the Order (the "Termination Date"), whichever is later. If no specific Termination Date is designated in the Order, Client may terminate the Order and these Professional Services Terms and Provisions upon thirty (30) days written notice to BlueCrest.

(b) Either party may terminate the Services immediately upon written notice to the other party for cause, if: (i) such party is in breach of a material provision of these Professional Services Terms and Provisions and fails to cure such breach within fifteen (15) days following written notice of such breach; or (ii) the other party ceases to conduct business in its ordinary course; is adjudged bankrupt or insolvent under applicable law; has made a general assignment for the benefit of creditors; files or becomes subject as a debtor to a petition in bankruptcy for liquidation or reorganization; becomes otherwise insolvent; or admits its inability to pay its debts generally as they become due.

(c) Upon the effective date of termination of the Services, BlueCrest will cease performance of the Services. Client will pay BlueCrest for all Services performed prior to the date of termination plus any additional fees that may be due under the Order, including the fees for the balance of any unused Minimum Hours (as applicable). For Services performed on a fixed-cost basis, should the Order be terminated prior to delivery of any milestone or Deliverable, Client will pay BlueCrest at the hourly rate for all Services performed up to the date of termination as set forth in the Order. If no hourly rate is designated, Client will pay BlueCrest's then standard hourly rate for such Services.

9. Independent Contractor. Each party will act as an independent contractor and employees of each party will not be considered to be employees of the other party. No agency, partnership, joint venture or other joint relationship is created by these Professional Services Terms and Provisions. Neither party may make any commitments binding on the other, nor may either party make any representation that they are acting for, or on behalf of, the other. Each party assumes full responsibility for the actions of its personnel while performing the Services and such party will be solely responsible for the supervision, daily direction, control of its personnel, and for the payment of all of their compensation.

10. Publicity. Neither party will use the name of the other party in publicity releases or similar activity without the consent of the other party, except BlueCrest may include Client's name in any BlueCrest client list.

11. Survival. Sections 3 (Fees, Expenses), 5(b) (Warranty), 6 (Indemnification), 7 (Limitation of Liability), and 9 (Term & Termination) will survive termination of this Agreement.