

Exhibit E

End User Agreement

This End User Agreement (the "Agreement") is made by and between Cleversafe Inc. ("Cleversafe") and the customer identified below (the "End User") as of the date last set forth below (the "Effective Date"). The "Product" consists of (a) proprietary computer hardware (the "Hardware"), (b) proprietary computer software (the "Software"), and (c) proprietary documentation (the "Documentation").

1. SCOPE. This Agreement governs End User's use of the Product received either from Cleversafe or from an authorized reseller. End User may transfer the Software, the Documentation, and all rights associated therewith, only as part of the sale, lease or other transfer of all rights in the Products for which the Software and Documentation and the transferee agrees to the terms and conditions of the license for the Software and Documentation that are no less protective of Cleversafe's intellectual property rights set forth in Section 10. In the case of any such transfer, Cleversafe shall continue to own all rights, title and interest in and to any intellectual property embodied in the Products, including without limitation, the Software.

2. License.

2.1 Grant. Subject to the terms and conditions of this Agreement, Cleversafe grants to End User a personal, non-transferable, non-exclusive, limited license to use the Software, in object code form only and any related Documentation for internal use only and solely as fully integrated into the Hardware.

2.2 Third Party Software. Certain software licensed by from third parties ("Third Party Software") provided with or within the Products are subject to various other terms and conditions imposed by the licensors of such Third Party Software. As applicable, the terms of End User's use of the Third Party Software is subject to and governed by their respective licenses except that this Section 2.2 ("Third Party Software"), Section 8.5 ("Disclaimer of Warranties") and Section 9 ("Limitation of Liability") of this Agreement also govern End User's use of the Third Party Software. End User may view the list of Third Party Software and the relevant licenses for such Third Party Software through the hypertext link(s) in the **[Notices and Acknowledgements Section]** of Cleversafe's website located at <http://www.cleversafe.com/support/documentation> and End User agrees to comply with terms and conditions contained in all such Third Party Software licenses with respect to the applicable Third Party Software.

3. License Restrictions. This Agreement does not permit End User or any third party to: (i) modify, translate, reverse engineer, decompile, disassemble (except to the extent that this restriction is expressly prohibited by law) the Software or otherwise attempt to discover the source code of all or any portion of the Software; (ii) modify, translate or create derivative works of all or any portion of the Software; (iii) copy the Software (other than a single copy solely for back-up or

archival purposes); (iv) rent, lease, sell, offer to sell, distribute, or otherwise transfer rights to the Software except as expressly authorized in this Agreement; or (v) remove any proprietary markings, copyright notices, logos, trademarks, trade names or labels on the Products. Except as expressly set forth in Section 2, no licenses of any kind are granted hereunder, whether by implication, estoppel or otherwise.

4. TERM OF SOFTWARE LICENSES. The Software licenses will continue during the Term unless otherwise terminated.

5. PAYMENT TERMS, SHIPPING AND ACCEPTANCE.

5.1 Fees. End User will pay Cleversafe's designee the fees invoiced in accordance with such designee's payment terms.

5.2 Shipment. Cleversafe's designee will ship Products to End User according to the designee's standard shipping terms.

5.3 Acceptance. The Product shall be deemed accepted by End User upon shipment.

6. MAINTENANCE AND SUPPORT SERVICES. Subject to End User's payment of the applicable fees to Cleversafe and/or Cleversafe's designee, Cleversafe's designee and Cleversafe will provide maintenance and support services for End User as described at www.cleversafe.com/spport.

7. CONFIDENTIAL INFORMATION. The Product, any quotations and purchase orders, and the terms of this Agreement are confidential and proprietary information of Cleversafe and/or its licensors and vendors and any other information that one party provides to the other party in connection with this Agreement, including information that is provided before execution of this Agreement or during the term of this Agreement, that is identified at the time of disclosure as confidential shall be confidential information (all of the foregoing collectively are referred to as "Confidential Information") of the disclosing party (the "Disclosing Party"). Neither party (the "Receiving Party") will disclose or cause to be disclosed any Confidential Information of the Disclosing Party, except (a) to those employees, representatives, or contractors of the Receiving Party who require access to the Confidential Information to perform under this Agreement and who are bound by written agreement not to disclose third-party confidential or proprietary information disclosed to such party, or (b) as such disclosure may be required by law or governmental regulation, subject to the Receiving Party providing to the Disclosing Party written notice to allow the Disclosing Party to seek a protective order or otherwise prevent the disclosure. Nothing in this Agreement will prohibit or limit either party's use of information (a) previously known to it without obligation of confidence, (b) independently developed by or for it without use of or access to the other party's

Confidential Information, (c) acquired by it from a third party which is not under an obligation of confidence with respect to such information, or (d) which is or becomes publicly available through no breach of this Agreement. Each party acknowledges that damages for improper disclosure of Confidential Information may be irreparable; therefore, the injured party is entitled to seek equitable relief, including temporary restraining order(s) or preliminary or permanent injunction, in addition to all other remedies, for any violation or threatened violation of this Section. In the event of any conflict between this Section 7 and a separate non-disclosure agreement entered by the parties, this Section 7 will take precedence with respect to the Product. Within five (5) days after a Disclosing Party's request, the Receiving Party shall return or destroy the Disclosing Party's Confidential Information.

8. WARRANTY TO CUSTOMER.

8.1 Limited Warranty. Cleversafe warrants, from the date of Cleversafe's or Cleversafe's designee's shipment of Product to End User and continuing for a period of two (2) years with respect to the hardware portion of the Products and for a period of ninety (90) days with respect to the software portion of the Products (excluding any Third Party Software therein), that the Products shall: comply with their written specifications supplied to End User by or on behalf of Cleversafe and its licensors in connection with the Products from time to time End User may purchase additional years of warranty coverage for the hardware portion of the Products for an additional fee. Please see a Cleversafe representative for details.

8.2 Defects. If the Products fail to conform to the warranty in Section 8.1, (a "Defect") then Cleversafe shall, at its option, repair or replace the Product after End User returns the Product. This is End User's sole and exclusive remedy for a breach of the above limited warranty. Cleversafe, in its sole discretion, may revise this limited warranty from time to time.

8.3 Return Procedures. Products are non-returnable except as provided in this Section 8. Prior to any return by End User of any Product, End User shall obtain a return material authorization ("RMA") from Cleversafe. End User shall return the Product with the RMA form to Cleversafe's designated repair facility, freight prepaid within ten (10) days of receipt of the RMA, with a written statement describing the Defect. Cleversafe shall only be obligated under its warranty for Product with Defects that are reproducible by Cleversafe or Cleversafe's designee's in its own execution environment. Cleversafe will be responsible for all return shipping costs of repaired or replacement units to End User; provided, however, that Cleversafe may refuse any Product not accompanied by an RMA and such refused shipments will be returned to End User freight collect. Replacement Product will be warranted for the remaining warranty period of the original Product. If Cleversafe or Cleversafe's designee determines that the Products are not defective within the terms of the warranty, End User will pay Cleversafe all costs of handling, inspection and repair at Cleversafe's or Cleversafe's designee's then current charges. End User agrees that parts utilized in warranty services may be remanufactured and/or refurbished. Repaired or replaced hardware portions of the Products will be warranted for the longer of 90 days or the balance of the original warranty period. Repaired or replaced software portions of the Products will be warranted for the longer of 30 days or the balance of the original warranty period.

8.4 Limitation. The warranty set forth above shall not apply to (1) the extent a Defect is caused by or attributable to any Product that has been installed, modified, repaired or altered, except by Cleversafe; or (2) any Product that has not been maintained in accordance with any handling or operating instructions supplied by Cleversafe or End User or has been subjected to unusual physical or electrical stress, misuses, negligence, accidents, fluctuations in electrical power beyond Cleversafe's specifications or failure of air conditioning or humidity control.

8.5 Disclaimer of Warranties. EXCEPT AS SET FORTH ABOVE, NEITHER CLEVERSAFE NOR ITS LICENSORS OR VENDORS MAKE ANY OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. ALL IMPLIED WARRANTIES AS TO SATISFACTORY QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR NONINFRINGEMENT ARE EXPRESSLY DISCLAIMED. NEITHER CLEVERSAFE NOR ITS LICENSORS WARRANT THAT THE PRODUCTS ARE ERROR-FREE OR THAT THEIR USE WILL BE UNINTERRUPTED.

9. LIMITATION OF LIABILITY. NEITHER CLEVERSAFE NOR ITS LICENSORS OR VENDORS SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR INDIRECT DAMAGES, RELATED TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS, OR DAMAGES ARISING FROM LOSS OF USE, LOSS OF CONTENT OR LOSS OF DATA, REGARDLESS OF THE LEGAL THEORY ON WHICH SUCH DAMAGES MAY BE BASED, AND EVEN IF CLEVERSAFE OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE. NEITHER CLEVERSAFE NOR ITS LICENSORS OR VENDORS SHALL HAVE ANY LIABILITY FOR ANY DAMAGES ARISING FROM THE USE OF THE PRODUCTS IN ANY HIGH-RISK ACTIVITY, INCLUDING, BUT NOT LIMITED TO, THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, MEDICAL CARE SYSTEMS, LIFE SUPPORT, OR WEAPONS SYSTEMS. EXCEPT FOR CLEVERSAFE'S AND CUSTOMER'S LIABILITY ARISING UNDER SECTION 7 (CONFIDENTIAL INFORMATION) AND SECTION 12 (INDEMNIFICATION), EACH OF THE PARTIES' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE FEES PAID BY CUSTOMER TO CLEVERSAFE FOR THE PRODUCT. ADDITIONALLY, IN NO EVENT SHALL CLEVERSAFE'S LICENSORS OR VENDORS BE LIABLE FOR ANY DIRECT DAMAGES.

10. INTELLECTUAL PROPERTY RIGHTS. All rights, title and interest, in and to intellectual property embodied in the Product and any improved, updated, modified or additional parts thereof, shall at all times remain the property of Cleversafe or its licensors. Nothing herein shall give or be deemed to give End User any right, title or interest in or to the same except as expressly provided in this Agreement. Cleversafe reserves all rights not expressly granted in this Agreement.

11. EXPORT. End User acknowledges and agrees that the Products, software, and technology subject to this Agreement are subject to the export control laws and regulations of the United States, including but not limited to the

Export Administration Regulations ("EAR"), and sanctions regimes of the U.S. Department of Treasury, Office of Foreign Asset Controls. End User will comply with these laws and regulations. End User shall not without prior U.S. government authorization, export, reexport, or transfer any goods, software, or technology subject to this Agreement, either directly or indirectly, to any country subject to a U.S. trade embargo (currently Cuba, Iran, North Korea, Sudan, and Syria) or to any resident or national of any such country, or to any person or entity listed on the "Entity List" or "Denied Persons List" maintained by the U.S. Department of Commerce or the list of "Specifically Designated Nationals and Blocked Persons" maintained by the U.S. Department of Treasury.

12. INDEMNIFICATION.

12.1 By Cleversafe. Cleversafe will defend any suit or proceeding brought against End User based on a third party claim that any of the Products (excluding any Third Party Software therein), as furnished by Cleversafe under this Agreement, infringes any U.S. patent of any third party issued on or before the Effective Date or any third party's copyright or that Cleversafe misappropriated any third party's trade secret rights in the development thereof. Cleversafe will pay all settlements and damages finally awarded therein against End User, provided that End User: (a) promptly informs Cleversafe of such suit or proceeding, and furnishes to Cleversafe a copy of each communication, notice or other action relating thereto; (b) gives Cleversafe the authority, information and reasonable assistance necessary to settle or litigate such suit or proceeding; and (c) does not settle, or agree to settle, any such suit or proceeding without the prior written permission of Cleversafe. If any such Product is held in any such suit to infringe and the use of such Product is enjoined, or in Cleversafe's judgment likely to issue, Cleversafe will have the option, at its own discretion and expense, to: (w) procure for End User the right to continue using such Product; (x) replace such Product with a non-infringing Product of similar quality and purpose; (y) modify such Product to make it non-infringing, provided the modified Product remains similar in quality and purpose to such Product; or (z) pay to Company the depreciated value of such Product and accept its return.

12.2 Exceptions. Cleversafe will not be obligated to defend or be liable for costs and damages to the extent that infringement, or a claim thereof, arises out of or is related to: (a) a modification made to the infringing Product by End User or a third party; (b) use or combination of such Product with products or data not provided by Cleversafe; (c) use of other

than the latest unmodified release of Product made available to End User by Cleversafe if such infringement would have been avoided by the use thereof; or (d) use of such Product after End User receives notice that Product infringes a patent rights of a third party.

13. MISCELLANEOUS. End User may not assign End User's rights or delegate End User's obligations under this Agreement, without the prior written consent of Cleversafe, except to the surviving entity in a merger or consolidation of End User or to a purchaser of all or substantially all of End User's assets and such surviving entity or purchaser expressly assumes this Agreement in writing. Any notices required or authorized to be given shall be in writing and shall be sent to the addresses set forth below or to such other address as either party may from time to time specify in writing, and shall be deemed given as indicated: (a) upon personal delivery when actually delivered; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgement of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois and the federal U.S. laws applicable therein, excluding its choice of law provisions, and End User and Cleversafe agree to submit to the personal and exclusive jurisdiction of the courts located in _____ County, Illinois. The parties agree the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. If any provision of this Agreement is found void and unenforceable, it will be replaced to the extent possible with a provision that comes closest to the meaning of the original provision. This Agreement shall control if it conflicts with any purchase order and any invoice(s) relating hereto. This Agreement, and the documents referenced in this Agreement, is the entire agreement between End User and Cleversafe relating to its subject matter and all terms herein and supercedes all prior or contemporaneous agreements or understanding.

End User
By: _____
Title: _____
Date: _____
Address: _____

Facsimile: _____

Cleversafe Inc.
By: _____
Title: _____
Date: _____
Address: _____

Facsimile: _____

