

Exhibit E

Professional Services

1. Statements of Work

SIEMonster and Customer may enter into Orders for Professional Services as described in Section 1 (Agreement) of the MPA. Each Order for Professional Services is referred to in this Exhibit E as a “Statement of Work” or “SOW.” The term “Services” as used in this Exhibit E refers only to Professional Services.

Each SOW will include, at a minimum, the following:

- the name and contact information for SIEMonster’s designated Project Manager;
- the name and contact information for Customer’s designated Project Manager;
- a description of the services to be performed by SIEMonster (the “Professional Services”);
- each item to be delivered to Customer (each, a “Deliverable”);
- the fixed-price or time and material fees for the Services (the “Fees”);
- the start date, expected delivery dates for Deliverables, dates for any other milestones and the anticipated end date for the Services (“Schedule”);
- Customer’s obligations and other requirements necessary for completion of the Services (“Dependencies”);
- acceptance criteria and testing plans (if applicable) for Deliverables relating to fixed-price Services (“Acceptance Criteria”); and
- any other special terms that apply to the Statement of Work (“Special Terms”).

In the event SIEMonster performs any Services prior to (or in absence of) the execution of an applicable SOW, all such Services will be deemed performed on a time and materials basis in accordance with SIEMonster’s then-current rates and will be governed in all respects by the terms and conditions of this Agreement. SIEMonster will perform Services remotely from its offices unless the applicable SOW expressly states that the Services are to be performed onsite at a different location (“**Onsite**”). Unless specifically stated otherwise in the applicable SOW, SIEMonster has no obligation to perform background checks or drug screening of its personnel assigned to perform Onsite Services. SIEMonster has no obligation to perform Services outside of its normal business hours unless expressly agreed in writing. SIEMonster may charge a higher rate for hourly services performed outside of regular business hours.

2. Change Orders

Customer may request changes to any SOW by providing a written request (which may be in the form of an email) to SIEMonster. SIEMonster is not required to begin work on any requested Services until the parties have agreed to a written document describing the change and the related fees and timelines (a “**Change Order**”). For significant change requests, SIEMonster may require Customer to pay SIEMonster’s hourly time and materials rate for time spent to evaluate the request and create a scope of work; provided that Customer must agree in writing to any SIEMonster fees for evaluation and scoping services.

3. Project Managers. Each parties’ Project Manager must have an in-depth knowledge of the requirements for the applicable project and authority to provide approvals as needed in the course of the performance of the Services. Each party’s Project Manager must be reasonably available during business hours, and must respond to requests for information in a reasonably prompt manner. The Project Managers will meet at least once per week unless otherwise agreed.

4. Customer Obligations

4.1 General. Customer will provide all of the resources and perform all of the tasks assigned to it as further described in any SOW, including where applicable the provision of clear design requirements and other relevant user information. Customer acknowledges that its failure to meet its obligations under an SOW, or to otherwise provide all reasonable cooperation in connection with SIEMonster’s performance of the Services, may result in delays in the performance of the Services, a reduction in the functionality of the Deliverables and/or increases in the Fees. Customer further acknowledges that its failure to provide required technical resources and equipment (e.g. application servers) for operation of the Deliverables may result in the failure of a Deliverable to meet the Acceptance Criteria. Customer acknowledges that it will be solely responsible for the impact of any failure described in this Section. SIEMonster will provide written notice to Customer of any failure described in this Section (which notice may be included in SIEMonster’s standard status report or delivered in email). Thereafter, Customer and SIEMonster will work together to devise a resolution to the situation and document the impact of the failure and planned resolution on the Schedule, Deliverables and Fees, as applicable.

4.2 Reviews. SIEMonster will deliver each Deliverable to Customer for its review and approval in accordance with the terms and conditions of the applicable SOW. Customer acknowledges that the development of the Deliverables is an iterative process and will require Customer’s review and input on a regular basis. Customer will provide such review and input on a timely basis as further described in this Section. When asked to review and accept specific Deliverables, Customer will not unreasonably withhold or delay such acceptance.

4.3 Systems Backup and Other Prerequisites. Customer must backup all Software configurations and data that SIEMonster personnel will access as part of the Services before SIEMonster begins the Services, and store the backup on a separate environment.

4.4 Onsite Services. If SIEMonster provides Onsite Services, Customer must provide a safe and suitable facility for the performance of the Services, including compliance with applicable laws and industry standards for health, safety, and security. Customer must have at least one representative physically present at the applicable location during the entire time that the SIEMonster personnel are onsite. Customer must also provide the SIEMonster personnel with desk space, Internet access, and other facilities and services as SIEMonster may

reasonably request to perform the Services. SIEMonster personnel will comply with Customer's safety and security procedures generally applicable to Customer's onsite vendors, provided those procedures are communicated by Customer to SIEMonster. SIEMonster may charge its hourly rate for travel time to and from the Customer's location for Onsite Services, and Customer shall pay or reimburse SIEMonster's travel expenses to the location in accordance with Section 5 of the General Terms.

4.5 Systems Access. Customer must provide SIEMonster personnel with access to Customer's information technology systems as SIEMonster may reasonably request for the performance of the Services, including remote access if requested. SIEMonster will comply with Customer's security requirements for such access that are made part of the order, or if no security requirements are included in the order, Customer's reasonable security requirements communicated in advance to SIEMonster.

5. Acceptance

5.1 Acceptance for Fixed-Price Projects. For Services provided on a fixed-price basis, Customer will review and approve each Deliverable in accordance with the testing and other procedures set forth in the applicable SOW within the time period specified in the SOW (the "**Acceptance Period**"). If no time period is specified, then the Acceptance Period will be five (5) business days. If, after following the testing and other procedures set forth in the applicable SOW, Customer reasonably determines that a Deliverable does not conform to the Acceptance Criteria in any material respect, then, within the Acceptance Period, Customer will notify SIEMonster and provide specific, detailed descriptions of any non-conformity. SIEMonster will work diligently to correct any non-conformity as soon as practicable and redeliver the Deliverable to Customer for its review and approval as described in this Section. If at any time Customer fails to provide SIEMonster with notice of acceptance or non-conformance within the applicable Acceptance Period, then Customer will be deemed to have accepted the applicable Deliverable. If at any time Customer puts any Deliverable "into production" (i.e. makes the Deliverable available for use in its own production environment), then Customer will be deemed to have accepted the applicable Deliverable. If the parties disagree about the materiality of any non-conformity, the parties will work together in good faith to resolve the disagreement promptly (including escalating the disagreement to individuals at a higher level of management within their respective organizations). For Services provided on a fixed price basis where there is no Acceptance Criteria set forth in the applicable SOW, then Customer's acceptance will be deemed to have occurred on delivery of the applicable Services and Deliverables.

5.2 Acceptance for Time and Materials Projects. For Services provided on a time and materials basis, acceptance will be deemed to have occurred on delivery of the applicable Services and Deliverables.

6. Services Warranty. SIEMonster warrants for the applicable warranty period Services will be performed in a professional and workman-like manner by appropriately trained personnel, using generally accepted industry standards and practices. As SIEMonster's **sole liability and Customer's exclusive remedy** for a breach of this warranty, if the Services are not provided as warranted, SIEMonster will, at its sole discretion, either: (i) correct any material non-conformances in the Deliverables; (ii) re-perform the Services; or (iii) credit Customer for the amount paid for the nonconforming Services. This warranty does not apply to the extent any non-conformity relates to (i) any specifications, code, diagnostic or other tools, or any other materials provided by Customer; (ii) the integration, operation, modification, or use of the Services or any Deliverables in any manner not authorized by SIEMonster, and (iii) any changes to the network environment after the Services were rendered. The warranty period for Services provided on a time and materials basis is thirty (30) days following the completion

of the Services. The warranty period for Services provided on a fixed price basis is thirty (30) days following acceptance of the final Deliverables.

7. Rights in Deliverables. Customer acknowledges that the Deliverables are not prepared on a “work made for hire” basis and that Customer acquires only the license rights in the Deliverables that are expressly granted in this Exhibit E unless other rights are expressly stated in the applicable SOW. Subject to the payment of the applicable fees, SIEMonster grants to Customer a license to use the Deliverables on the same terms, conditions, and restrictions stated in the MSLA for the product Software with which the Deliverables are designed to be used. SIEMonster retains all other right, title and interest in and to Deliverables.