

EXHIBIT E

DISASTER RECOVERY SERVICE

1. DEFINITIONS

In this Disaster Recovery Service Exhibit ("Exhibit") the terms set forth below shall have the following meanings:

"Anniversary Date" means any anniversary of the Service Activation Date.

"Disaster Recovery Computer Equipment" means computer equipment supplied by Cohere for the purposes of providing Disaster Recovery Service as that term is defined in the Universal Agreement.

"Customer Location" means the location(s) specified in the Customer Service Order Agreement ("CSOA") executed by Customer and Cohere.

"Commencement Date" means the start date specified as such in the CSOA.

"Disaster" means loss of use of the Customer Equipment, howsoever arising, that causes an interruption to the processing of Customer programs and data for a continuous period in excess of twenty-four (24) consecutive hours.

"Response Period" means a period commencing on Cohere's receipt of written notification of the Disaster in accordance with Section 2 of this Exhibit and ending the earlier of (i) when the Customer Equipment is restored to the same operational status which existed prior to the Disaster or (ii) ninety (90) days from Cohere's receipt of written notification of the Disaster.

All terms used and not otherwise defined above shall have the meaning given such terms in the Cohere Universal Terms and Conditions of Service ("Agreement").

2. DISASTER NOTIFICATION AND THE DISASTER RECOVERY SERVICE

Customer shall notify Cohere by telephone when a Disaster occurs and shall confirm such occurrence to Cohere in writing by fax/letter/email as soon as practical. Upon receipt of such notification of a Disaster, Cohere will provide Disaster Recovery Service based on the option(s) Customer has selected and as detailed in the CSOA. A maximum of one (1) covered Customer location can declare a Disaster at any one time.

(a) Within four (4) hours after Cohere's receipt of notification of a Disaster experienced at a Customer location, Customer may utilize the following facilities at the Cohere Recovery Center identified in the CSOA: (i) office accommodations (e.g., office space including desks and chairs) for the contracted number of personnel; (ii) the Disaster Recovery Computer Equipment as set forth and listed in the CSOA (if applicable); (iii) telephone, facsimile and photo-copying facilities; and (iv) internet access service.

(b) Customer will be entitled to use the Business Recovery Center facilities during the Response Period.

(c) During the Response Period, Customer will be charged at Cohere's applicable current rates for the following items: (i) consumables (e.g., paper, ink cartridges, office supplies); (ii) telephone and facsimile usage including any international telephone calls; (iii) a pro-rated portion of utility charges (e.g., electricity); and (iv) additional charges (if any) as specified in CSOA.

(d) For the avoidance of doubt, Cohere shall retain exclusive possession and control of the entire Cohere Business Recovery Center. Customer agrees and acknowledges that its use of the Business Recovery Center and facilities shall not give rise to any tenant or other rights.

3. General

(a) Cohere warrants it will use reasonable skills and care in the provision of the Disaster Recovery Service

(b) The Disaster Recovery Service is offered on a first-come, first served basis and Cohere makes no representation or warranty with respect to the availability of equipment at any particular time. Cohere will use commercially reasonable efforts to coordinate and arrange for access to and use of recovery system(s) when multiple disasters are declared. Cohere shall not, under any circumstance, be liable to Customer for any lack of availability. Cohere shall have no liability for damages resulting from personal injury or property damage, except to the extent such injury or damages directly result from the gross negligence or willful misconduct of an employee of Cohere. Under no circumstances shall Cohere be liable for special, exemplary or consequential damages (including, but not limited to, lost profits, loss of business or other economic loss) in connection with the services to be

rendered or equipment to be supplied under this Exhibit or the Agreement.

(c) To the extent and for the period of time that Cohere or Customer is delayed or prevented from performing any obligation under this Exhibit or the Agreement because of circumstances beyond reasonable control, including but not limited to acts of God, acts of terrorism that would prevent or delay delivery, civil or military authority, severe inclement weather, and breakdown of telephone or other means of communications systems, such performance shall be excused. Cohere is required and expected to use commercially reasonable efforts to restore and provide contracted Disaster Recovery Services under this Exhibit as soon as it is feasible after an event has impacted Cohere's ability to provided Disaster Recovery Service to Customer. Cohere shall provide Customer with reasonable notice of the onset and removal of any force majeure event, provided Cohere discovers or is made aware of the event.

4. Duration

The term of this Exhibit shall commence on the Service Activation Date and remain in effect for the term period as specified in the CSOA and, thereafter, shall automatically renew for additional one (1) year periods until either party gives the other party at least sixty (60) days prior written notice of its intent not to renew the term.

5. Testing

(a) In respect of the Disaster Recovery Service, Cohere will make the Disaster Recovery Computer Equipment available to Customer to enable the Customer to process test data supplied by Customer so as to determine whether Customer's programs and data are compatible with the Disaster Recovery Computer Equipment. Cohere is neither obligated to ensure that Customer's programs and data are compatible with the Disaster Recovery Computer Equipment nor required to make any changes to the Disaster Recovery Equipment to arrange for or ensure any such compatibility. The Disaster Recovery Computer Equipment will be made available on the basis specified in Section 4(b) below.

Such testing will be carried out on date(s) to be agreed by the parties. At least two weeks' prior written notice is required for Customer to conduct a test. All reasonable effort will be made to carry out a test on time, but a test may have to be postponed in the event of an invocation. If postponed it will be rescheduled as soon as practical.

(b) Tests are scheduled for 8-hour periods, Monday – Friday (except holidays observed by Cohere) between 9:00 am and 5:00 pm at a designated Cohere Business Recovery Center. A charge may apply to all tests required or scheduled outside these hours.

6. Fee

The fee for the service will be payable by the Customer annually in advance and payable in accordance with the terms of the Agreement. The first payment will be made on the Service Activation Date and each subsequent payment will be made upon invoicing 30 days prior to each anniversary of the Service Activation Date.

7. Customer's Obligations

(a) Customer will at all times keep and operate the Customer Equipment and its installation in a prudent manner in accordance with the applicable manufacturer's recommendations and will ensure that the Customer Equipment and its installation and the computer programs used by the Customer are maintained in accordance with the applicable manufacturer's or licensor's maintenance requirements and recommendations, and that relevant maintenance agreements and all software updates are in force.

(b) Customer will ensure that the periods for which its computer system(s) are covered by maintenance agreements are such that any use of the Disaster Recovery Service will not be affected by Customer's failure to have in place relevant maintenance agreements and all software updates and Cohere is able to rely on the support services from Customer's vendors and suppliers.