



MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (the "Agreement"), made and entered into this ___ day of ___, 20___ ("Effective Date"), by and between Cerner Corporation together with its Affiliates ("Cerner"), a Delaware corporation, having a principal place of business at 2800 Rockcreek Parkway, Kansas City, Missouri, 64117, and ("Company"), a corporation having its principal place of business at

1. The party disclosing Confidential Information under this Agreement will be referred to as the "Discloser," and the party receiving the Confidential Information will be referred to as the "Recipient." The parties agree that to evaluate possible future business arrangements between them ("Purpose"), it may be necessary to exchange proprietary information on a confidential basis. "Affiliate" means any company that or person who controls, is directly or indirectly controlled by, or who is under common control with Cerner Corporation or Company, as the case may be.

2. The Term of this Agreement is for two years from the Effective Date. Either party may terminate this Agreement at any time upon thirty days' written notice to the other party.

3. For purposes of this Agreement, Confidential Information is defined as all information provided by Discloser, whether of a technical, business, financial, or any other nature, disclosed in any manner, whether verbally, electronically, visually, or in a written or other tangible form, which is either identified or designated as confidential or proprietary or which should be reasonably understood to be confidential or proprietary in nature. Confidential Information does not include information that:

- a. is or becomes public without breach of the terms of this Agreement by Recipient;
b. was in Recipient's possession or was known by Recipient prior to its receipt from Discloser that is not under an obligation of confidentiality;
c. is or becomes available to Recipient without restriction on use or disclosure from a source already in legitimate possession of said Confidential Information, such source being other than Discloser;
d. is developed independently by Recipient without the use of Confidential Information; or
e. is disclosed for unrestricted release with the written approval of Discloser.

4. During the Term of this Agreement and for a period of ten years from the expiration or termination of this Agreement, Recipient agrees that it will not use or disclose any Confidential Information of Discloser for any purpose except as contemplated under this Agreement; provided, however, any Confidential Information, including software and software documentation will be treated as confidential so long as they contain trade secrets. In addition, Recipient will limit access to Discloser's Confidential Information to those employees, consultants, agents, or attorneys ("Representatives") who must have access to it in order to perform the Purpose described above. All Representatives must be under an obligation of confidentiality sufficient to protect the needs of Discloser, its suppliers, and its clients. Recipient will be responsible for any breach of this Agreement by its Representatives.

5. Except as is necessary for the Purpose, Recipient will not make any copies of Discloser's Confidential Information without Discloser's written consent. Upon request by Discloser, Recipient must return or ensure destruction of all Confidential Information to Discloser, including any hard copy records, and will purge from all computer storage devices any image or copies of Confidential Information, provided each party will be allowed to keep one copy of the Confidential Information exchanged under this Agreement for enforcement purposes only. Notwithstanding anything to the contrary in this Agreement, Recipient will not be required to destroy any electronically stored information securely held by Recipient that is created during automatic system archiving and back-up. Notwithstanding the return or destruction of Confidential Information, each party and its Representatives will continue to be bound by its obligations of confidentiality and other obligations under this Agreement.

6. Recipient will not be liable to Discloser for disclosure of Confidential Information if Recipient is obligated to disclose the Confidential Information by order or regulation of any governmental entity so long as Recipient has given timely notification, to the extent it is permissible under the circumstances, to Discloser prior to the date of disclosure and Recipient uses commercially reasonable efforts to obtain confidential treatment of the requested Confidential Information.

7. Each party recognizes that the unauthorized use or disclosure of Confidential Information could cause irreparable injury to the party to whom it relates. Each party agrees that the party injured or who might be injured by unauthorized use or disclosure of Confidential Information will be entitled, in addition to any other remedies and damages available, to seek a temporary injunction to restrain violation of this Agreement by the other party and its agents, servants, and employees.

8. Each party understands and agrees that the other may be in a business similar to or the same as the other and may already have developed, be in the process of developing, or plan to develop products, solutions, services, and information similar to those owned or developed by the other. Nothing contained in this Agreement will be construed to prohibit a party from so doing as long as it does so independently and without using Confidential Information disclosed by the other party. The Recipient may not modify, reverse engineer, decompile or disassemble any of the Discloser's software or any other tangible item disclosed under this Agreement.

9. Each party warrants and represents that it possesses all necessary powers, right and authority to lawfully make the disclosures subject to this Agreement. The Confidential Information is being provided under this Agreement "as is" and without any representation or warranty of any kind, either express or implied, regarding the accuracy or completeness of the Confidential Information.

10. Both parties agree that unless and until a definitive agreement between the parties with respect to a business transaction has been executed and delivered, neither party will be under any legal obligation of any kind whatsoever with respect to the transaction by virtue of this or any written or oral expression regarding the transaction.

11. This Agreement will be governed by the laws of the State of Missouri and cannot be modified except through a writing signed by both parties. Any provision of this Agreement, which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof. The Agreement cannot be assigned, except that either party may assign in conjunction with its sale, merger, or consolidation or the sale of substantially all the business to which this Agreement relates.

12. This Agreement contains the entire agreement of, and supersedes any and all prior understandings, arrangements, and agreements between the parties, either oral or written, with respect to the subject matter hereof.

The parties hereby execute this Agreement as of the Effective Date.

COMPANY

By: _____
Name: _____ (Printed or Typed)
Title: _____
Date: _____

CERNER CORPORATION

By: Daniel P. Devers
Title: Vice President and Assistant Secretary
Date: _____