

USER AGREEMENT

I acknowledge that I will have access to certain of confidential or proprietary information and trade secrets of Cyber-Pro Systems, Inc., doing business as Medical Data Exchange (“MDX”). MDX has licensed the use of its HCC Manager product to Physician Data Trust (“Customer”). I will keep confidential and not directly or indirectly divulge, furnish, make accessible to anyone, or appropriate for my own use or the use of any other person or organization any Confidential Data (as hereinafter defined). I acknowledge and agree that MDX has a legitimate interest in protecting its Confidential Data from misappropriation or diversion by its competitors. For purposes of this Agreement, the term “Confidential Data” shall mean any data or information that is owned by, or that has at the time of determination of its status, been used by MDX or any of its affiliates relating to its business and is not generally known to competitors of MDX or its affiliates including, but not limited to (a) any scientific or technical information, design, process, procedure, formula or improvement, or any portion or phase thereof, whether or not patentable, (b) information concerning products, software, applications, services, marketing processes, market feasibility studies, and proposed or existing marketing techniques or plans relating to its or any of its affiliates’ business that are not generally known to competitors and (c) the identity of a party’s or any of its affiliates’ suppliers, advertisers, sales methodology, and personnel information. Each party understands that the other party claims that its Confidential Data (a) contains confidential or proprietary information or trade secrets, (b) was developed at considerable expense and retains tangible value, (c) remains the property of the disclosing party and shall be returned upon request and (d) is disclosed solely to facilitate other agreements for the benefit of both parties. I will not, and will not permit anyone else, to (a) reproduce, modify, decompile, disassemble or reverse engineer in any manner any Confidential Data, (b) disclose any Confidential Data to anyone, except for authorized employees and contractors of Customer who reasonably need to know it and agree to maintain the confidentiality of the Confidential Data substantially in the form of this User Agreement and (c) use the Confidential Data for any purpose detrimental to MDX.

As used in this Agreement, the term “affiliate” shall mean any person or entity that directly, or indirectly, through one or more intermediaries, is controlled by the party.

By: _____

Name and Title: _____

Organization: _____

User ID: _____ (to be assigned by MDX)