

Medical Dynamics, LLC
Warranty and Confidential Non-Disclosure Agreement

WARRANTY

All software provided to beta testers is provided on an "AS IS" basis only, and no warranty is provided to you for the use or reproduction of it. THE FOREGOING SENTENCE STATES MEDY'S SOLE AND EXCLUSIVE WARRANTY TO YOU CONCERNING Medical Dynamics, LLC (Medy) BETA SOFTWARE AND ANY OTHER Medy DELIVERABLES HEREUNDER AND Medy's SOLE AND EXCLUSIVE OBLIGATION TO YOU FOR BREACH OF WARRANTY.

CONFIDENTIAL NON-DISCLOSURE AGREEMENT

Effective Date: February 14, 2005

In order to induce Medical Dynamics, LLC (Medy) to disclose certain Confidential Information (as described below) and to protect such Confidential Information, you agree as follows:

1. Disclosing Party: Medy is referred to herein as the "Discloser". You are referred to herein as the "Recipient".
2. Primary Representative: Recipients representative for coordinating disclosure or receipt of Confidential Information is: info@medy.com
3. Description of Confidential Information: For purposes of this Agreement, "Confidential Information" means any information disclosed during the Disclosure Period, which is or should be reasonably understood to be confidential or proprietary to the Discloser, including, but not limited to, information concerning the development and management of an online area on the MEDY network, information concerning Disclosers business, products, services, content, finances, subscribers, tools, source code, product designs and plans, customer lists and other marketing and technical information and other unpublished information.
4. Use of Confidential Information: The Recipient shall make use of the Confidential Information only for the following purposes: Evaluation and personal use of the CaptureDent-X program.
5. Confidentiality Period: This Agreement and Recipients duty to hold Confidential Information in confidence expires three (3) years after the Effective Date (noted above).
6. Disclosure Period: This Agreement pertains to Confidential Information that is disclosed from the Effective Date until termination of dealings between the Discloser and Recipient.

7. Standard of Care: Recipient shall protect the disclosed Confidential Information from Disclosure to any person other than its employees and agents who have a need to know by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as Recipient uses to protect its own confidential information of a like nature.

8. Rights: Recipient acquires no intellectual property rights under this Agreement except the limited rights necessary to carry out the purposes set forth in paragraph 4.

9. Injunctive Relief: The Recipient acknowledges that disclosure or use of Confidential Information in violation of the Agreement could cause irreparable harm to the Discloser for which monetary damages may be difficult to ascertain or an inadequate remedy. The Recipient therefore agrees that the Discloser will have the right, in addition to its other rights and remedies, to seek and obtain injunctive relief for any violation of this Agreement.

10. Nonwaiver: Any failure by Discloser to enforce Recipients strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

11. Miscellaneous

(a) This Agreement imposes no obligation on either Discloser or Recipient to purchase, sell, license, transfer, or otherwise dispose of any technology, services, or products. This Agreement does not create any agency or partnership relationship.

(b) Recipient shall adhere to all applicable laws, regulations, and rules relating to the export of technical data, and shall not export or re-export any technical data, any products received from Discloser, or the direct product of such technical data to any proscribed country listed in such applicable laws, regulations, and rules unless properly authorized

(c) All additions or modifications to this Agreement must be made in writing and must be signed by an officer of both Recipient and Discloser.

(d) This Agreement is made under, and shall be construed according to, the laws of the Commonwealth of Virginia, U.S.A. except for its conflicts of laws principles.

Authorized Signatures

Medical Dynamics, LLC
Discloser

Practice: _____
Recipient

Jack Singer
President

Signature: _____

Print Name: _____

Date: _____

Date: _____