

CERNER CORPORATION FOUNDATIONS RETIREMENT PLAN

JANUARY 1, 2015

SUMMARY PLAN DESCRIPTION

<p>The portions of this summary which are designated below constitute part of a Prospectus covering Cerner Corporation common stock offered under the Plan which has been registered under the Securities Act of 1933.</p> <p>The date of the Prospectus, as updated, is September 30 2015.</p>	
<ul style="list-style-type: none">• Participation in the Plan• Contributions• Retirement Benefits• Disability Benefits• Form of Benefit Payments• Death Benefits	<ul style="list-style-type: none">• In-Service Distributions• Tax Treatment of Distributions• Loans• Your Plan's "Top Heavy" Rules• Protected Benefits• General Information about the Plan

Human Resources

TABLE OF CONTENTS

INTRODUCTION TO YOUR PLAN	5
ARTICLE I PARTICIPATION IN THE PLAN	6
Am I eligible to participate in the Plan?	6
When am I eligible to participate in the Plan?	7
When is my entry date?	7
ARTICLE II CONTRIBUTIONS	8
What kind of Plan is this?	8
What are salary deferrals and how do I contribute them to the Plan?	8
Do I have to contribute money to the Plan in order to receive a contribution from Cerner?	9
How much may I contribute to the Plan?	9
How often can I modify the amount I contribute?	11
When can I receive a distribution of my salary deferrals?	11
What is the current matching contribution formula?	12
What is Cerner's profit sharing contribution?	16
What compensation is used to determine my Plan benefits?	16
Is there a limit on the amount of compensation that can be considered?	17
Are there limits on how much can be contributed to my account each year?	17
May I "roll over" payments from other retirement plans or IRAs?	18
How is the money in the Plan invested?	18
ARTICLE III RETIREMENT BENEFITS	20
When will I be able to receive my retirement benefits?	20
What is my vested interest in my account?	21
How do I determine my Years of Service for vesting purposes?	23
Does all my service count for vesting purposes?	23
Does my service with another employer count for vesting purposes?	23
As a veteran, will my military service count as service with Cerner?	24
What happens to the non-vested portion of a terminated participant's account?	24
What happens to my non-vested account balance if I'm rehired?	25
Are any expenses paid from my account under the Plan?	25
ARTICLE IV DISABILITY BENEFITS	26

How is disability defined?	26
ARTICLE V FORM OF BENEFIT PAYMENT	26
How will my benefits be paid?	26
May I delay the receipt of benefits?	27
ARTICLE VI DEATH BENEFITS	27
What happens if I die while working for Cerner?	27
Who is the beneficiary of my death benefit?	27
How will the death benefit be paid to my beneficiary?	29
When must the last payment be made to my beneficiary?	29
What happens if I'm a participant, terminate employment, and die before receiving all my benefits?	29
ARTICLE VII IN-SERVICE DISTRIBUTIONS	30
Can I withdraw money from my account while working?	30
Can I withdraw money from my account in the event of financial hardship?	30
May I withdraw from my 401(k) for any other reasons?	32
Are there any limitations that apply to the in-service distributions described above?	32
ARTICLE VIII TAX TREATMENT OF DISTRIBUTIONS	32
What are my tax consequences when I receive a distribution from the Plan?	32
Can I elect a rollover to reduce or defer tax on my distribution?	33
ARTICLE IX LOANS	34
May I borrow money from the Plan?	34
What are the loan rules and requirements?	34
ARTICLE X YOUR PLAN'S "TOP-HEAVY RULES"	35
What is a "top-heavy" plan?	35
What happens if the Plan becomes "top-heavy"?	35
ARTICLE XI PROTECTED BENEFITS	35
Is my benefit protected?	35
Are there any exceptions to the general rule?	36
Can the Plan be amended?	36
What happens if the Plan is discontinued or terminated?	36
What are my rights as a Plan participant?	37

What duties are imposed on the people or entities who operate the Plan?	37
How do I submit a claim for Plan benefits?.....	38
What if my benefits are denied?	38
What is the Claims Review Procedure?.....	39
What can I do if I have questions or my rights are violated?.....	39
 ARTICLE XII GENERAL INFORMATION ABOUT THE PLAN	 39
General Plan Information	39
Employer Information	40
Administrator Information.....	41
Trustee Information	42
 Appendix A	 43
Appendix B.....	48
Appendix C.....	51
Appendix D	60

CERNER CORPORATION FOUNDATIONS RETIREMENT PLAN

SUMMARY PLAN DESCRIPTION

INTRODUCTION TO YOUR PLAN

The Cerner Corporation Foundations Retirement Plan (the "Plan") provides you the opportunity to save for retirement on a tax-deferred basis. This Summary Plan Description ("SPD") contains valuable information regarding when you may become eligible to participate in the Plan, your Plan benefits, your distribution options, and many other features of the Plan. You should take the time to read this SPD to get a better understanding of your Plan rights and obligations. Although Cerner Corporation is the "Plan Administrator" for the Plan, Cerner Corporation has delegated much of its responsibility for the day-to-day administration of the Plan to the Cerner Benefits Team. Throughout this SPD the term "Administrator" is meant to refer to Cerner Corporation. References to "Cerner" in this SPD shall mean both Cerner Corporation and any Participating Employer (as defined in Article I).

We have attempted to answer most of the questions you may have regarding your Plan benefits. If this SPD does not answer all your questions, please contact the Administrator. The Administrator has the complete power, in its sole discretion, to determine all questions arising in connection with the administration, interpretation, and application of the Plan (and any related documents and underlying policies). Any such determinations by the Administrator shall be conclusive and binding upon all persons. The name and address of Cerner Corporation can be found in the Article of this SPD entitled "General Information about the Plan."

This SPD summarizes the Plan's benefits and obligations as contained in the legal Plan document and does not attempt to cover all of the details contained in the Plan document. The operation of the Plan and the benefits to which you (or your beneficiaries) may be entitled will be governed solely by the terms of the official Plan document. To the extent that any of the information contained in this SPD or any information you receive orally is inconsistent with the official Plan document, the provisions set forth in the Plan document will govern in all cases. If you wish to receive a copy of the legal Plan document, please contact the Administrator.

Human Resources

This SPD describes the current provisions of the Plan that are designed to comply with applicable legal requirements. The Plan is subject to federal laws, such as the Employee Retirement Income Security Act ("ERISA"), the Internal Revenue Code, and other federal and state laws that may affect your rights. The provisions of the Plan are subject to revision due to changes in the law or due to pronouncements by the Internal Revenue Service ("IRS") or the Department of Labor ("DOL"). We may also amend this Plan for any other reason. If the provisions under this SPD change, we will notify you.

ARTICLE I PARTICIPATION IN THE PLAN

Am I eligible to participate in the Plan?

Provided you work for a Participating Employer (see definition below) and you are not an "Excluded Associate" (see definition below), you are eligible to participate in the Plan once you satisfy the Plan's eligibility conditions. After you become eligible, you may elect to have your compensation reduced by a specific percentage and have that amount contributed to the Plan as a salary deferral. You may also be entitled to receive contributions from Cerner.

If you are a member of a class of associates identified below, you are an "Excluded Associate" who is not eligible to participate in the Plan. Excluded Associates are:

- associates whose employment is governed by a collective bargaining agreement under which retirement benefits were the subject of good faith bargaining, unless such agreement expressly provides for participation in the Plan,
- certain nonresident aliens who have no earned income from sources within the United States,
- associates that would fall within the Internal Revenue Code's definition of a "leased employee",
- Cerner scholars (high-school students participating in the work-based learning program), and
- associates who were previously not treated as associates of Cerner but who are reclassified as being common law employees of Cerner or one of its affiliates.

In addition to meeting the eligibility criteria set forth in this Article, you must also be an associate of a Participating Employer to be eligible to participate in the Plan. The Plan's Participating Employers are all entities, except for Cerner International, Inc. and its subsidiary entities, and Cerner Investment Corp., that (i) are part of Cerner Corporation's controlled group of corporations (i.e., a group of related businesses that have common ownership, please contact the Administrator if you have any questions), (ii) are domestic corporations with their principal place of business in the United States, and (iii) are the common law employers of associates who, if such associates were employed directly by Cerner would not be Excluded Associates.

When am I eligible to participate in the Plan?

Provided you are not an Excluded Associate, you will be eligible to participate in the Plan once you have attained age 18.

When is my entry date?

The Plan provides that every day of the Plan Year can potentially be a Participant's Plan entry date. Thus, provided you are not an Excluded Associate and are 18 years of age or older, you are eligible to begin participating in the Plan immediately. If you are under age 18, you can begin participating in the Plan as soon as you turn 18. Please note, however, that because there is a certain amount of administrative work that must be completed before your salary deferrals can begin to be withdrawn from your paycheck, it could be a couple of weeks after you elect to enroll in the Plan and make a deferral election before amounts are actually withdrawn from your pay.

You will automatically start deferring 3% of your eligible compensation each payroll period unless you elect a different percentage (including 0%) within 31 days of your Plan entry date. This will be a pre-tax 401(k) deferral into the Plan.

What happens if I am a participant, terminate employment, and then I am rehired?

If you are no longer a participant because you terminated employment, and you are rehired, then you will be able to participate in the Plan on your date of rehire provided you are otherwise eligible to participate in the Plan.

ARTICLE II CONTRIBUTIONS

What kind of Plan is this?

This Plan is a type of qualified retirement plan commonly referred to as a 401(k) Plan. As a participant in the Plan, you may elect to reduce your compensation by a specific percentage. You have the option to have that amount contributed to the Plan on a pre-tax 401(k) deferral basis or you may choose to have that amount contributed to the Plan on a post-tax basis as a Roth 401(k) deferral. In addition, Cerner may make additional contributions to the Plan on your behalf. This Article describes the types of contributions that may be made to the Plan and how these monies will be allocated to your account to provide for your retirement benefit.

What are salary deferrals and how do I contribute them to the Plan?

Salary Deferrals. As a participant, you may elect to reduce your compensation by a specific percentage and have that amount contributed to the Plan as a salary deferral. There are two types of salary deferrals: Pre-Tax 401(k) deferrals and Roth 401(k) deferrals. For purposes of this SPD, "salary deferrals" generally means both Pre-Tax 401(k) deferrals and Roth 401(k) deferrals. Regardless of the type of deferral you make, the amount you defer is counted as compensation for purposes of Social Security taxes.

Pre-Tax 401(k) deferrals. If you are contributing on a pre-tax basis, then your taxable income is reduced by the deferral contributions so you pay less in income taxes. Later, when the Plan distributes the deferrals and earnings, you will pay the taxes on those deferrals and the earnings. Therefore, with a pre-tax 401(k) deferral, federal income taxes on the deferral contributions and on the earnings are only postponed. Eventually, you will have to pay taxes on these amounts. However, the amount you defer is counted as compensation for Social Security and Medicare payroll taxes at the time the amounts are initially deducted from your pay.

Roth 401(k) deferrals. If you are contributing on a post-tax basis as a Roth 401(k) deferral, the deferrals are subject to income taxes in the year of deferral. However, the deferrals and, in most cases, the earnings on the deferrals are not subject to federal income taxes when distributed to you. In order for the earnings to be tax free, you must take a "Qualified Distribution".

(See the question "What are my tax consequences when I receive a distribution from the Plan?" for an explanation of a "Qualified Distribution".)

Do I have to contribute money to the Plan in order to receive a contribution from Cerner?

Generally, yes. If Cerner Corporation elects to make a First-Tier Matching contribution, in order to be eligible to receive a portion of the First-Tier Matching contribution, you must be participating in the 401(k) salary deferral portion of the Plan. If Cerner Corporation elects to make a Second-Tier Matching contribution, in order to be eligible to receive a portion of the Second-Tier Matching contribution from Cerner, you must defer at least 2% of your compensation (see the question "What is the current matching contribution formula?" for the compensation definition under the Second-Tier Matching Contribution heading). If Cerner Corporation would ever decide to make a profit sharing contribution to the Plan, you would not have to be participating in the 401(k) salary deferral portion of the Plan to receive a portion of such contribution.

How much may I contribute to the Plan?

As a participant, you may elect to defer an amount from 1% up to 80% of your eligible compensation each year instead of receiving that amount in cash. If you were hired on or after October 1, 2005, Cerner will automatically withhold 3% of your eligible compensation on a pre-tax basis each payroll period for contribution to the Plan, unless you elect a different percentage (including 0%) within 31 days of your Plan entry date (see the question "When is my entry date?" in Article I for more information on your Plan entry date). You may change your contribution percentage at any time. The Administrator will provide you with information on how to change your election.

During the first Plan Year in which you become eligible to participate, deferral limits will apply to your compensation for the entire Plan Year, even though you were not eligible to participate for the entire Plan Year.

The Administrator will allocate the amount you elect to defer to an account maintained on your behalf. You will always be 100% vested in this account. This means that you will always be entitled to all amounts that you defer. This money will, however, be affected by any investment

gains or losses. If there is an investment gain, the balance in your account will increase. If there is an investment loss, the balance in your account will decrease.

Your total salary deferrals in any taxable year may not exceed a dollar limit that is set by law. The limit is \$18,000 for 2015. This limit may be increased after 2015 for cost-of-living changes. (See below for additional information about certain "catch-up contribution" opportunities.)

You should be aware that the annual dollar limit on the amount you may defer is an aggregate limit that applies to all deferrals you may make under this Plan or any other cash or deferred arrangements (including tax-sheltered 403(b) annuity contracts, simplified employee pensions, other 401(k) plans in which you may be participating, or other 401(k) plans for which you may have contributed with another employer earlier in the year). If your total deferrals under all cash or deferred arrangements for a calendar year exceed the annual dollar limit, and cannot be characterized as "catch-up contributions" (see below), the excess must be returned to you and included in your income for the year in order to avoid adverse tax consequences. For this reason, it is desirable to request in writing that any such excess deferral amounts be returned to you.

You must decide which plan or arrangement you would like to return the excess. If you decide that the excess should be distributed from this Plan, you should communicate this in writing to the Administrator no later than the March 1st following the close of the calendar year in which such excess deferrals were made. However, if the entire dollar limit is exceeded in this Plan or any other plan we maintain, you will be deemed to have notified the Administrator of the excess. The Administrator will then return the excess deferral and any earnings to you by April 15th.

Catch-up Contributions. Beginning in the calendar year you turn age 50, you may elect to defer additional amounts called "catch-up contributions" to the Plan. The additional amounts may be deferred regardless of any other limitations on the amount that you may defer to the Plan. The maximum catch-up contribution that you can make in 2015 is \$6,000. After 2015, the maximum may increase for cost-of-living adjustments. If you are age 50 or older, then any contributions you make in excess of the annual dollar limit will be re-characterized as catch-up contributions to the extent permissible, and only the excess over the combined limits will be

returned to you. The catch-up contributions may either be pre-tax 401(k) deferrals or post-tax Roth 401(k) deferrals.

In addition to the limits described above, if you are a highly compensated associate, a distribution of amounts attributable to your salary deferrals of certain excess contributions may be required to comply with the law. For the 2015 Plan year a "highly compensated associate" generally means an individual that received wages from Cerner in excess of \$115,000 in 2014 (or a 5% owner of Cerner and certain family members). Associates who earn more than \$120,000 in 2015 will be considered a "highly compensated associate" in 2016 (or a 5% owner and certain family members). This income threshold is subject to cost-of-living adjustments for future years. The Administrator will notify you if you are considered a highly compensated associate for whom a distribution is required.

How often can I modify the amount I contribute?

Your salary deferral election will remain in effect until you modify or terminate it. You may modify your election in accordance with the procedures established by the Administrator. You are also permitted to revoke your election at any time during the Plan Year.

When can I receive a distribution of my salary deferrals?

Distributions from amounts attributable to your salary deferrals before you terminate employment are permitted only in the following circumstances:

- upon your attainment of age 59 1/2. (See the question "Can I withdraw money from my account while working?" for more information on in-service withdrawals of your salary deferrals.)
- if you incur a proven financial hardship. (See the question "Can I withdraw money from my account in the event of financial hardship?" for more information on hardship withdrawals of your salary deferrals.)

If you receive a hardship distribution from your deferrals to this Plan, you will not be allowed to make additional salary deferrals for a period of six (6) months after you receive the distribution.

See Article III for more information on your right to receive or defer receipt of your distribution after you separate from service with Cerner.

Will Cerner contribute to the Plan?

Each year, in addition to your salary deferrals Cerner Corporation may elect to contribute the following to the Plan:

- matching contributions
- profit sharing contributions

What is the current matching contribution formula?

The Cerner Corporation Foundations Retirement Plan has the following two-tiered matching contribution formula:

First-Tier Matching Contribution

The First-Tier Matching Contribution is discretionary. If Cerner Corporation elects in a given Plan year to make the First-Tier Matching Contribution, you are eligible for such contribution if you make elective salary deferral contributions during the Plan Year. If you are eligible, you will receive a First-Tier Matching Contribution equal to 33% of your salary deferral contributions. No First-Tier Matching Contribution will be made on your salary deferral contributions in excess of 6% of your compensation. "Compensation" for purposes of the First-Tier Matching Contribution shall include only your salary, commissions, bonuses, shift differentials, elective contributions (e.g., 401(k) salary deferrals and section 125 cafeteria plan contributions) and military differential pay. "Compensation" for purposes of this First-Tier Matching Contribution shall not include any recognition awards. The above percentages (both the 33% match as well as the 6% limitation on deferrals) may be changed from year-to-year by the Plan Administrator.

The First-Tier Matching Contribution, if made, will be made on a payroll-by-payroll basis and will be made regardless of whether you are employed on the last day of the Plan Year or whether you have worked at least 92 continuous calendar days with Cerner during such Plan Year.

An additional First-Tier "true-up" matching contribution may also be made at the end of the Plan Year. If such an additional "true-up" matching contribution is made, you must (i) have made salary deferral contributions during the Plan Year, (ii) be employed on the last day of the Plan Year, and (iii) have worked at least 92 consecutive calendar days with Cerner during such Plan Year in order to be eligible to receive it. This additional First-Tier "true-up" matching contribution is purely discretionary and is not required to be made even though Cerner may be making the First-Tier Matching Contribution. In the event Cerner makes such a "true-up" matching contribution, the latter two conditions will not apply in the year of your death, total and permanent disability, or the Plan Year in which you terminate employment on or after your Normal Retirement Age, which is age 55.

All First-Tier Matching Contributions (if any) will be made solely in the form of Cerner Corporation common stock.

Certain non-executive associates whose employment with Cerner arises in connection with the Cerner Corporation acquisition of Siemens' health information technology business unit, Siemens Health Services are eligible for a different first-tier matching contribution than that described in this subsection. See the subsection entitled "Contributions for Former Siemens Non-Executive Associates" below for more information.

Second-Tier Matching Contribution

Cerner Corporation may also decide to make an additional, discretionary Second-Tier Matching Contribution. You must be employed by Cerner on the last day of a Plan Year for which the Second-Tier Matching Contribution is made. If made, the Second-Tier Matching Contribution will be equal to a percentage of your eligible compensation. This percentage will be determined by Cerner Corporation depending on whether Cerner Corporation's EPS (earnings per share), or other financial metrics, meets or exceeds certain pre-established benchmarks.

The Second-Tier Matching Contribution, if made, will be allocated to you if you (i) made salary deferral contributions of at least 2% of your Compensation (as defined below) during the Plan Year, (ii) are employed by Cerner on the last day of the Plan Year, and (iii) have been employed by Cerner for at least 92 consecutive calendar days during such Plan Year. The latter two conditions do not apply in the year of your death, total and permanent disability, or the Plan Year in which you terminate employment on or after your Normal Retirement Age, which is age

55. "Compensation" for purposes of this Second-Tier Matching Contribution shall be limited to paid base salary including elective contributions (e.g., 401(k) salary deferrals and section 125 cafeteria plan contributions) and military differential pay (excluding all commissions, bonuses, recognition awards, and shift differentials).

All Second-Tier Matching Contributions (if made) will be made solely in the form of Cerner Corporation common stock.

Tiger Institute Contribution

Cerner Corporation may decide to make an additional non-elective contribution available to those individuals who were former employees of the University of Missouri that became Cerner associates in connection with the Tiger Institute Strategic Alliance. The non-elective contribution may be provided in Plan Years 2010 – 2017 and, if made, will be determined using an actuarial analysis. If any such contributions are made, such contributions will be made solely in the form of Cerner Corporation common stock. Participants must not be a "highly compensated associate" (see "How much may I contribute to the Plan?" for more information about highly compensated associates) and must be employed as of the last day of the Plan Year to be eligible for the Tiger Institute Contribution. The latter condition shall not apply to you in the event you fail to be employed on the last day of the Plan Year on account of your death, total and permanent disability, or if the Plan Year in which you terminate employment is on or after your Normal Retirement Age, which is age 55.

Unless specifically agreed to by Cerner, if an associate who is a Designated Tiger Institute Associate for one Plan Year should terminate employment with Cerner, that associate will not be eligible for any future allocation of a Tiger Institute Contribution, regardless of whether he or she is rehired by Cerner.

Contributions for Former Siemens Non-Executive Associates

Effective January 1, 2015, certain associates are eligible for contributions provided in this subsection if the following requirements are met:

(i) the associate is hired by any Participating Employer within Cerner Corporation's controlled group of corporations on or after January 1, 2015;

(ii) the associate previously worked for Siemens Corporation or any affiliate thereof;

(iii) the associate's employment with Cerner arises in connection with the Cerner Corporation acquisition of Siemens' health information technology business unit, Siemens Health Services; and

(iv) the associate is not an Executive. An Executive means an associate classified as level 1 or higher.

For the 2015 Plan Year, associates meeting the above requirements will receive a special matching contribution (described below) and the Second-Tier Matching Contribution only. These associates will not be eligible for the First-Tier Matching Contribution.

Associates not eligible under this subsection (e.g., level one executives) will receive the First-Tier Matching Contributions and the Second-Tier Matching Contribution only.

All Employer matching contributions will be allocated solely in the form of Cerner Corporation common stock.

The special matching contribution for eligible associates (i.e., associates that meet the above eligibility requirements and make salary deferral contributions during the Plan Year) will receive a matching contribution equal to 66% of the associate's salary deferral contributions. No contribution shall be made on the associate's salary deferral contributions in excess of 6% of the associate's compensation.

"Compensation" for purposes of this special matching contribution shall include only an associate's salary, commissions, bonuses, shift differentials, elective contributions (e.g., 401(k) salary deferrals and section 125 cafeteria plan contributions) and military differential pay (excluding recognition awards).

The special matching contribution will be made on a payroll-by-payroll basis and will be made regardless of whether you are employed on the last day of the Plan Year or you have completed 92 consecutive calendar days of elapsed employment with Cerner during the Plan Year.

Effective January 1, 2016, this subsection will no longer apply and there will no longer be any special matching contributions to former Siemens associates. Effective January 1, 2016, all

matching contributions will be determined by the First-Tier matching contribution and Second-Tier matching contribution subsections.

- Please ask the Plan Administrator for an earlier version of the Cerner Foundations Retirement Plan Summary Plan Description if you are interested in the Plan's matching contribution and allocation formulas before 2007.

What is Cerner's profit sharing contribution?

Although Cerner generally only intends on making the First-Tier and Second-Tier Matching Contributions discussed above, the Plan document permits Cerner to make an additional discretionary profit sharing contribution. If such a discretionary profit sharing contribution is made, it will be "allocated" or divided among participants eligible to share in the contribution for the Plan Year based on each participant's compensation. In order to share in Cerner's profit sharing contribution (if any), you must be actively employed on the last day of the Plan Year and must have worked at least 92 consecutive calendar days with Cerner during the Plan Year. These two conditions do not apply in the year of your death, total and permanent disability, or the year in which you terminate employment on or after your Normal Retirement Age, which is age 55. If any discretionary profit-sharing contributions are made, such contributions will be made solely in the form of Cerner Corporation common stock.

What compensation is used to determine my Plan benefits?

For the purposes of the Plan, compensation has a special meaning. Compensation includes your salary, bonuses, commissions, shift differentials, military differential pay, and elective contributions (e.g., 401(k) salary deferrals and section 125 cafeteria plan contributions) paid to you or on your behalf by Cerner during the Plan Year. Compensation does not include recognition awards.

For the Second-Tier Matching Contributions only, compensation shall be limited to paid base salary, including elective contributions (e.g., 401(k) salary deferrals and section 125 cafeteria plan contributions) and military differential pay (excluding all commissions, bonuses, recognition awards and shift differentials).

For the profit sharing contributions, compensation shall be defined as W-2 wages. W-2 wages means wages for federal income tax withholding purposes, plus all other payments to you in the course of the Cerner's trade or business.

Special rules apply if you are only a participant in the Plan for a portion of the Plan Year. This will happen if, for any reason, you begin participating in the Plan as of a date other than the first day of the Plan Year. If this happens, your eligible compensation will be recognized only for the period in which you are actually a participant in the Plan.

Compensation paid after you terminate employment is generally excluded for Plan purposes. However, the following amounts will be included in compensation even though they are paid after you terminate employment, provided these amounts would otherwise have been considered compensation as described above and provided they are paid within 2 1/2 months of your termination of employment, or if later, the last day of the Plan year in which you leave employment:

- Compensation for services performed during your regular working hours, or for services outside your regular working hours (such as shift differential) or other similar payments that would have been made to you had you continued employment (including military differential pay);
- Compensation paid for unused accrued personal time off, bona fide sick, vacation or other leave, if such amounts would have been included in compensation if paid prior to your termination of employment and you would have been able to use the leave if employment had continued.

Is there a limit on the amount of compensation that can be considered?

The amount of annual compensation that may be taken into consideration for Plan purposes is \$265,000 for 2015. This amount may be adjusted after 2015 for cost-of-living increases.

Are there limits on how much can be contributed to my account each year?

Generally, the law imposes a maximum limit on the amount of contributions (excluding "catch-up contributions") you may receive in the Plan. This limit applies to all contributions Cerner

makes on your behalf, all contributions you make to the Plan, and any other amounts allocated to any of your accounts during the Plan Year (such as forfeitures), excluding earnings. For 2015, this total cannot exceed the lesser of \$53,000 or 100% of your annual compensation. The dollar limit may be adjusted after 2015 for cost-of-living increases.

May I "roll over" payments from other retirement plans or IRAs?

At the discretion of the Administrator, you may be permitted to deposit into the Plan distributions you have received from other eligible retirement plans and certain IRAs. Such a deposit is called a "rollover" and may result in tax savings to you. You may ask your prior plan administrator or trustee to distribute, or roll over, to the Plan all or a portion of any amount that you are entitled to receive as a distribution from a prior plan. Alternatively, if you received a distribution from a prior plan, you may elect to deposit any amount eligible for rollover within 60 days of your receipt of the distribution. You should consult qualified counsel to determine if a rollover is permitted and in your best interest.

Your rollover contribution will be placed in a separate account called a "rollover account." You will always be 100% vested in your "rollover account." This means that you will always be entitled to all of your rollover contributions. Rollover contributions will be affected by any investment gains or losses.

How is the money in the Plan invested?

How the money in the Plan is invested depends on the source of the original contribution/allocation to the Plan. The investments of the Plan will differ based on whether the source was a Cerner employer contribution or a salary deferral contribution.

The Plan's Trustee has been designated to hold the assets of the Plan for the benefit of Plan Participants and their beneficiaries in accordance with the terms of the Plan document. The Plan's trust fund is the funding medium used for the accumulation of contributions and investment earnings, from which Plan benefits are distributed.

Contributions Made By You (401(k) Investments)

You will be able to direct the investment of your interest in the Plan that is attributable to your elective salary deferral contributions. The Administrator will provide you with information on the investment choices available to you, the procedures for making investment elections, the frequency with which you can change your investment choices, and other information. You need to follow the procedures for making investment elections and you should carefully review the information provided to you before you give investment directions. If you do not direct the investment of your applicable Plan accounts, then your accounts will be invested in accordance with the default investment alternatives established under the Plan. These default investments will be made in accordance with specific rules under which the fiduciaries of the Plan, including Cerner Corporation, the Trustee and the Administrator, will be relieved of any legal liability for any losses resulting from the default investments. The Administrator has or will provide you with a separate notice which details these default investments and your right to switch out of the default investment if you so desire.

The Plan (and trust) is intended to comply with Section 404(c) of ERISA. If the Plan complies with this Section, then the fiduciaries of the Plan, including Cerner Corporation, the Trustee, and the Administrator, will be relieved of any legal liability for any losses that are the direct and necessary result of the investment directions that you give.

When you direct investments, your accounts are segregated for purposes of determining the earnings or losses on these investments. Your account does not share in the investment performance of other participants who have directed their own investments. If you have any questions about the investment of your Plan accounts, please contact the Administrator (or other Plan representative). You should remember that the amount of your benefits under this portion of the Plan will depend in part upon your choice of investments. Gains as well as losses can occur. There are no guarantees of performance. Neither Cerner, the Administrator, nor the Trustee will provide investment advice or guarantee the performance of any investment you choose.

Periodically, you will receive a benefit statement that provides information on your account balance and your investment returns. It is your responsibility to notify the Administrator of any

errors you see on any statements within 30 days after the statement is provided or made available to you.

Contributions Made by Cerner (Matching and Profit Sharing, if any)

Cerner will invest the portion of the Plan trust that is attributable to Cerner's matching contributions and profit sharing contribution, if any, in common stock of Cerner Corporation. You will be eligible to sell and redirect the investment of this portion of your Plan account starting as of the date you attain three Years of Service with Cerner. Years of Service under this paragraph is calculated in the same manner as Years of Service for vesting purposes. Your shares of Cerner Corporation common stock may also be sold prior to you attaining three Years of Service with Cerner if you terminate employment and elect a lump-sum distribution. The sale of any shares of Cerner Corporation common stock will be subject to applicable securities laws and any other applicable policy regarding investments in Cerner Corporation common stock which does not violate Section 401(a)(35) of the Internal Revenue Code.

ARTICLE III RETIREMENT BENEFITS

When will I be able to receive my retirement benefits?

You will be entitled to receive a distribution from all of your vested account balances under the Plan upon the earlier of your attaining age 59 1/2 or your leaving employment with us. Your salary deferral accounts and rollover account, if any, are always 100% vested.

Your employer contributions accounts will become fully vested if you are employed by us upon (i) your Normal Retirement Age, which is age 55, (ii) your death, or (iii) your total and permanent disability. Otherwise your employer contribution accounts will vest according to the schedule set forth below under the question "What is my vested interest in my account?".

If you leave employment and your vested benefit is less than \$1,000 (excluding amounts attributable to your rollovers into this Plan, if any), and you do not elect a direct rollover, a lump sum distribution will be made to you within a reasonable time after you terminate employment. This will occur regardless of whether you consented to the distribution. If the value of your vested

benefit is more than \$1,000 and does not exceed \$5,000 (excluding rollovers), and you do not elect a distribution or direct rollover, the Plan will roll your distribution over to an Individual Retirement Account designated by the Administrator. This will occur regardless of whether you consented to the distribution. The IRA provider selected by the Plan will invest the rollover funds in a type of investment designed to preserve principal and provide a reasonable rate of return and liquidity (e.g., an interest-bearing account, a certificate of deposit or a money market fund). The IRA provider will charge your account for any expenses associated with the establishment and maintenance of the IRA and with the IRA investments. You may transfer the IRA funds to any other IRA you choose. You will be provided with details regarding the IRA at the time you are entitled to a distribution. However, you may contact the Administrator at the address and telephone number indicated in this SPD for further information regarding the Plan's automatic rollover provisions, the IRA provider, and the fees and expenses associated with the IRA.

If your vested benefit exceeds \$5,000 (excluding amounts attributable to your rollovers into this Plan, if any), your benefit will remain in the Plan until you elect to receive it. The distribution will then be made to you within a reasonable time after you contact the Administrator and request that a Plan distribution be made. However, any amount remaining in the Plan following the year in which you reach age 70 1/2 will be subject to annual minimum distribution requirements. If you are a 5% owner, distributions are required to begin no later than the April 1st following the end of the year in which you reach age 70 1/2. If you are not a 5% owner, distributions are required to begin no later than the April 1st following the later of the end of the year in which you reach age 70 1/2 or retire.

Please note that although the law generally imposes a 10% excise tax on retirement plan distributions taken by an individual before such individual's attainment of the age of 59 1/2, an exception exists for distributions made to individuals that have "separated from service" after attaining age 55. If you are contemplating receiving a distribution from the Plan before you attain age 59 1/2 please consult with your tax advisor to make sure that the above discussed exemption is available to you.

What is my vested interest in my account?

You are always 100% vested (which means that you are entitled to all of the amounts) in your account attributable to salary deferrals, as well as rollover contributions.

Your "vested percentage" in your account attributable to your matching and profit sharing contributions (employer contributions) is determined under the following schedule, based on vesting Years of Service. You will also become 100% vested if you reach Normal Retirement Age (age 55) while employed by us, or upon your death or total and permanent disability during employment. (See the question in this Article entitled "What benefits will I receive at normal retirement?" for more information.)

Years of Service	Vested Percentage
Less than 1 Year of Service	0%
1 Year of Service	20%
2 Years of Service	40%
3 Years of Service	60%
4 Years of Service	80%
5 or more Years of Service	100%

How do I determine my Years of Service for vesting purposes?

All vesting Years of Service shall be calculated using the "elapsed time method". Under the elapsed time method you will earn a Year of Service for each 12-month period you are employed by us, beginning with your initial employment date, without regard to the hours of service you complete during the year (e.g., if your date of hire is May 17, 2015 and you are still employed on May 16, 2016, you will earn one year of vesting service, and if you are still employed on May 16, 2017, you will earn a second year of vesting service, etc.). The Plan contains specific rules for crediting Years of Service for vesting purposes. The Administrator will track your service and will credit you with Years of Service in accordance with the terms of the Plan. If you have any questions regarding your vesting service, you should contact the Administrator.

Please ask the Plan Administrator to see an earlier version of the Cerner Corporation Foundations Retirement Plan Summary Plan Description for descriptions of the method of determining vesting for associates hired on or before December 31, 2004.

Does all my service count for vesting purposes?

In calculating your vested percentage, all service you perform for us will generally be counted. However, there are some exceptions to this general rule. For vesting purposes, if you are absent from service for more than 12 months, but otherwise are still considered an associate, you will be considered to begin a period of severance on the first 12-month anniversary of the date your absence began, unless you are absent on maternity or paternity leave. A period of severance of less than 12 consecutive months is disregarded under the elapsed time method. The Administrator monitors the service spanning rules and can provide you with additional information on the effect of these rules.

Does my service with another employer count for vesting purposes?

Possibly. For vesting purposes, the Plan credits your Years of Service with any employer whose employees have joined or join Cerner Corporation's controlled group of corporations as part of and in connection with Cerner's (or Cerner's subsidiaries' or affiliates') mergers or acquisitions, including asset acquisitions.

In addition, the Plan credits your Years of Service:

- (i) with Participating Employers;
- (ii) that you had with the University of Missouri if you are a Designated Tiger Institute Associate (see the question "What is the current matching contribution formula?" for more information about the Tiger Institute); and
- (iii) if you are hired by any Participating Employer on or after October 27, 2009, and you previously worked for an employer that contracted with Cerner ITWorks or RevWorks for a services project, and your employment with Cerner arises in connection with or following such Cerner ITWorks or RevWorks services project with that former employer.

As a veteran, will my military service count as service with Cerner?

If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with us. If you may be affected by this law, ask the Administrator for further details.

What happens to the non-vested portion of a terminated participant's account?

If you are not vested or are partially vested in your account balance when you leave, the non-vested portion of your account balance will be forfeited as of the earlier of:

- (a) the date of distribution of your entire vested account balance, or
- (b) the last day of the Plan Year in which occurs the fifth anniversary of the date you severed your employment.

Forfeitures may be used by the Plan for several purposes such as the payment of Plan expenses. Forfeitures of matching contributions that are not used to pay Plan expenses are used to reduce the amount that Cerner Corporation decides to contribute as a matching contribution. Forfeitures of profit sharing contributions, if any, that are not used to pay Plan expenses are used to reduce the amount that Cerner Corporation decides to contribute as a profit sharing contribution.

What happens to my non-vested account balance if I'm rehired?

If you leave employment with us and later return to service with us, your service before you left will count toward vesting with respect to future contributions made to the Plan. The service that you complete after your reemployment generally will count as vesting service with respect to contributions made before your termination, unless (i) your reemployment occurs after the last day of the Plan Year in which occurs the fifth anniversary of the date you severed your employment or (ii) you received a complete distribution of your entire vested account balance and do not restore your distribution to the Plan as described in the following paragraph.

If you received a distribution of your entire vested account balance and are reemployed, you may have the right to repay this distribution. If you repay the entire amount of the distribution, we will restore your account balance with your forfeited amount. You must repay this distribution within five years from your date of reemployment, or, if earlier, before you incur five consecutive one-year Breaks in Service. If you were fully vested when you left, you cannot repay your distribution (but may be able to elect a rollover of the amount back into the plan if it qualifies as an eligible rollover distribution from another eligible retirement plan or IRA).

Please note that if you received a "deemed" distribution because you were totally non-vested when you terminated your employment, your non-vested benefit will automatically be restored within a reasonable time following your reemployment, unless your reemployment occurs after the last day of the Plan Year in which occurs the fifth anniversary of the date you severed your employment.

Are any expenses paid from my account under the Plan?

The Administrator may have certain expenses relating to the Plan paid from the Trust. A list of Plan expenses that could apply to you is provided in Appendix D of this SPD.

ARTICLE IV DISABILITY BENEFITS

How is disability defined?

In the Plan, totally and permanently disabled is defined as a physical or mental condition resulting from bodily injury, disease or mental disorder which has lasted or can be expected to last for a continuous period of not less than 12 months, and which renders you unable to perform any substantial gainful activity. Your disability will be determined by the Administrator, who may request a physical examination by a licensed physician. If your condition constitutes total disability under the federal Social Security Act, then the Administrator may deem that you are disabled for purposes of the Plan.

What happens if I become totally and permanently disabled?

If you become totally and permanently disabled while employed, you will be 100% vested in your entire account balance.

ARTICLE V FORM OF BENEFIT PAYMENT

How will my benefits be paid?

All distributions from the Plan will be made in one lump-sum payment. Payments generally will be made in cash. The Plan also permits in-kind distributions of whole shares of Cerner Corporation common stock held in your account. Any fractional share will be distributed in cash.

If you are no longer employed by Cerner and your vested benefit in the Plan does not exceed \$1,000 (excluding amounts attributable to rollovers), then your benefit must be distributed to you as soon as is administratively feasible following your date of separation.

If the value of your vested benefit is more than \$1,000 and does not exceed \$5,000 (excluding amounts attributable to rollovers), the Plan will roll over your mandatory distribution to an individual retirement plan account designated by the Administrator, unless you elect to

receive it in the form of a lump sum distribution or as a direct rollover to another eligible retirement plan.

If your vested benefit in the Plan exceeds \$5,000 (excluding amounts attributable to rollovers), you must consent to the distribution before it may be made.

May I delay the receipt of benefits?

Yes, you may delay the receipt of benefits unless a distribution is required to be made because your vested benefit in the Plan does not exceed \$5,000 (excluding amounts attributable to rollovers). However, in addition to the benefit payment mentioned above, there are rules that require that certain minimum distributions be made from the Plan. If you are a 5% owner, distributions are required to begin no later than the April 1st following the end of the year in which you reach age 70 1/2. If you are not a 5% owner, distributions are required to begin no later than the April 1st following the later of the end of the year in which you reach age 70 1/2 or retire.

If you do not own more than 5% of Cerner and you have already been receiving distributions while employed because you had attained age 70 1/2, you may elect to discontinue receiving those distributions. Distributions will then be made when you terminate your employment.

ARTICLE VI DEATH BENEFITS

What happens if I die while working for Cerner?

If you die while employed by us you will become 100% vested in your entire account balance. If you die after you have left employment with us, the vested balance of your Plan will be used to provide your beneficiary with a death benefit.

Who is the beneficiary of my death benefit?

Human Resources

If you are married for at least one year at the time of your death, your spouse will be the beneficiary of the entire death benefit unless an election is made to change the beneficiary. If you are married, but have not been married for at least one year, but you want your spouse to be your beneficiary, you must affirmatively designate your spouse as your beneficiary. IF YOU WISH TO DESIGNATE A BENEFICIARY OTHER THAN YOUR SPOUSE, YOUR SPOUSE (IF YOU ARE MARRIED FOR AT LEAST ONE YEAR) MUST IRREVOCABLY CONSENT TO WAIVE ANY RIGHT TO THE DEATH BENEFIT. YOUR SPOUSE'S CONSENT MUST BE IN WRITING, BE WITNESSED BY A NOTARY AND ACKNOWLEDGE THE SPECIFIC NONSPOUSE BENEFICIARY.

If you are married for at least one year, you have named someone other than your spouse to be your beneficiary as described in the preceding paragraph, and you wish to again change your beneficiary designation, your spouse must again consent to the change, unless you are changing your designation to name your spouse as your beneficiary. In addition, you may elect a beneficiary other than your spouse without your spouse's consent if your spouse cannot be located.

If you are not married (or not married for at least one year), you may designate your beneficiary with Fidelity, the Plan's recordkeeper, on their website: www.401k.com.

If you have designated your spouse as your beneficiary for all or a part of your death benefit, then upon your divorce, the designation is no longer valid. This means that if you do not select a new beneficiary after your divorce, then you are treated as not having a beneficiary for that portion of the death benefit (unless you have remarried).

If no valid designation of beneficiary exists, or if the beneficiary is not alive at the time of your death, the death benefit will be paid in the following order of priority to:

- (a) Your surviving spouse (if you are married for at least one year);
- (b) Your children, including adopted children, in equal shares by right of representation;
- (c) Your surviving parents, in equal shares; or
- (d) Your estate.

Since your spouse has certain rights in the death benefit, you should immediately report any change in your marital status to the Administrator.

How will the death benefit be paid to my beneficiary?

The death benefit will be paid to your beneficiary in a single lump-sum payment or your beneficiary may roll the benefit into an IRA. If your beneficiary is not your spouse (or your spouse does not elect different treatment), this IRA will be treated as an inherited IRA.

When must the last payment be made to my beneficiary?

Your death benefit must generally be paid to your beneficiary by the end of the fifth year following the year of your death. However, if your spouse is the beneficiary, the start of payments may be delayed until the year in which you would have attained age 70 1/2.

What happens if I'm a participant, terminate employment, and die before receiving all my benefits?

If you terminate employment with us and subsequently die, your beneficiary will be entitled to the vested percentage of your remaining account balance at the time of your death.

What happens if I die while on military leave?

If you die while performing USERRA qualified military service, your survivors are entitled to any additional benefits provided under the Plan (other than benefit accruals relating to the period of qualified military service) as if you had resumed employment and then terminated on the account of death. This could result in you becoming 100% vested in your Plan accounts.

ARTICLE VII IN-SERVICE DISTRIBUTIONS

Can I withdraw money from my account while working?

Generally, you may receive a distribution from the Plan before your termination of employment if you satisfy certain conditions. These conditions are described below. However, this distribution will reduce the value of the benefits you will receive when you retire. Any in-service distribution is made at your election and will be made in accordance with the forms of distribution available in the Plan.

Also, the law restricts any pre-retirement distribution from certain accounts maintained for you in the Plan before you reach age 59 1/2. These accounts are generally the ones set up to receive your salary deferrals and other employer contributions that are used to satisfy special rules for 401(k) plans.

You may request an in-service distribution from the following account(s):

- Your salary deferral account to the Plan if you incur a qualifying financial hardship (see the question "Can I withdraw money from my account in the event of financial hardship?" for more information).
- All accounts once you attain age 59 1/2.
- Your rollover contributions account at any time, for any reason.
- Your salary deferral account as a result of being called to active military duty for longer than 179 days (see "May I withdraw from my 401(k) for any other reasons?" for more information).

Can I withdraw money from my account in the event of financial hardship?

Yes, if you satisfy certain conditions. This hardship distribution is not in addition to your other benefits and will therefore reduce the value of the benefits you will receive upon termination of employment or other event entitling you to distribution of your entire account balance. Your beneficiary under the Plan will be treated the same as your spouse or dependent in determining whether you have incurred a hardship.

You may request a hardship withdrawal only from your salary deferral account. A hardship distribution may be made to satisfy certain immediate and heavy financial needs that you have. A hardship distribution may only be made for payment of the following:

- Expenses for medical care (described in Section 213(d) of the Internal Revenue Code) previously incurred by you or your dependent or necessary for you or your dependent to obtain medical care;
- Costs directly related to the purchase of your principal residence (excluding mortgage payments);
- Tuition, related educational fees, and room and board expenses for the next twelve (12) months of post-secondary education for yourself, your spouse, your children or another qualifying dependent;
- Amounts necessary to prevent your eviction from your principal residence or foreclosure on the mortgage of your principal residence.
- Burial or funeral expenses for your deceased parent, spouse, children or other qualifying dependent; or
- Expenses for repair of damage to your principal residence that would qualify for the casualty deduction under the Internal Revenue Code.

If you have one of the above expenses, a hardship distribution can be made only if you certify and agree that all of the following conditions are satisfied:

- The distribution is not in excess of the amount of your immediate and heavy financial need. The amount of your immediate and heavy financial need may include any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution;
- You have obtained all distributions, other than hardship distributions, and all nontaxable loans currently available under all plans maintained by Cerner; and
- That your salary deferrals will be suspended for at least six (6) months after your receipt of the hardship distribution.

Your hardship distribution will be limited to your salary deferrals made to the Plan reduced by the amount of any previous distributions made to you from your salary deferral account. Ask the Administrator if you need further details.

Moreover, if you receive a hardship distribution, you will be required to cease participating in the Cerner Associate Stock Purchase Plan, if you are participating in such plan, for six (6) months after your receipt of the hardship distribution.

May I withdraw from my 401(k) for any other reasons?

Yes. If you are a reservist or national guardsman and have been called to active duty for a period of 180 days or more, or for an indefinite period, you may request a withdrawal from your salary deferrals while you are on active duty, regardless of your age. The 10% premature distribution penalty tax, normally applicable to Plan distributions made before you reach age 59 ½ will not apply to the distribution. You also may repay the distribution to an IRA, without limiting amounts you otherwise could contribute to the IRA, provided you make the repayment within 2 years following your completion of active duty.

Are there any limitations that apply to the in-service distributions described above?

Yes. You may not receive more than one in-service distribution in any Plan Year.

**ARTICLE VIII
TAX TREATMENT OF DISTRIBUTIONS**

What are my tax consequences when I receive a distribution from the Plan?

Generally, you must include any Plan distribution in your taxable income in the year in which you receive the distribution. The tax treatment may also depend on your age when you receive the distribution. Certain distributions made to you when you are under age 59 ½ could be subject to an additional 10% tax.

You will not be taxed on distributions of your Roth 401(k) deferrals. In addition, a distribution of the earnings on the Roth 401(k) deferrals will not be subject to tax if the distribution is a "qualified distribution." A "qualified distribution" is one that is made after you have attained

age 59 ½ or is made on account of your death or disability. In addition, in order to be a "qualified distribution," the distribution cannot be made prior to the expiration of a 5-year participation period. The 5-year participation period is the 5-year period beginning on the calendar year in which you first make a Roth 401(k) deferral to this Plan (or to another 401(k) plan or 403(b) plan if such amount was rolled over into our Plan) and ending on the last day of the calendar year that is 5 years later.

If you elect to receive a distribution rather than requesting a direct transfer, in most cases we will be required to withhold 20% of the distribution for federal income tax purposes, which we will remit to the Internal Revenue Service. You should consult your own personal tax advisor to determine whether you should also make estimated tax payments on the distribution in addition to the required withholding.

Can I elect a rollover to reduce or defer tax on my distribution?

You may reduce, or defer entirely, the tax due on your distribution through use of one of the following methods:

(a) Rollover, within 60 days, of all or a portion of your distribution to an Individual Retirement Account (IRA) or another eligible retirement plan willing to accept the rollover. This will result in no tax being due until you begin withdrawing funds from the IRA or other eligible retirement plan. The rollover of the distribution, however, **MUST** be made within strict time frames (normally, within 60 days after you receive your distribution). Under certain circumstances all or a portion of a distribution (such as a hardship distribution) may not qualify for this rollover treatment. In addition, most distributions will be subject to mandatory federal income tax withholding at a rate of 20%. This will reduce the amount you actually receive. For this reason, if you wish to roll over all or a portion of your distribution amount, the direct transfer option described in paragraph (b) below would be the better choice. **If, you choose to rollover your Roth 401(k) contributions to an IRA, you may be subject to a new five year waiting period.**

(b) For most distributions, you may request that a direct transfer of all or a portion of a distribution amount be made to either an Individual Retirement Account (IRA) or another

eligible retirement plan willing to accept the transfer. A direct transfer may result in no tax being due until you withdraw funds from the IRA, or other eligible retirement plan. Like the rollover, under certain circumstances all or a portion of the amount to be distributed may not qualify for this direct transfer. For example, a distribution of less than \$200 may not be eligible for a direct transfer.

TAX NOTICE. WHENEVER YOU RECEIVE A DISTRIBUTION THAT IS AN ELIGIBLE ROLLOVER DISTRIBUTION, THE ADMINISTRATOR WILL DELIVER TO YOU A MORE DETAILED EXPLANATION OF THESE OPTIONS. HOWEVER, THE RULES THAT DETERMINE WHETHER YOU QUALIFY FOR FAVORABLE TAX TREATMENT ARE VERY COMPLEX. YOU SHOULD CONSULT WITH QUALIFIED TAX COUNSEL BEFORE MAKING A CHOICE.

ARTICLE IX LOANS

May I borrow money from the Plan?

Yes. You may request a participant loan either by calling the recordkeeper or applying online. Your ability to obtain a participant loan depends on several factors. These factors are set forth in the Plan Loan Policy & Procedure, a copy of which is attached hereto as Appendix B.

What are the loan rules and requirements?

There are various rules and requirements that apply to any loan. These rules and requirements are set forth in the Plan Loan Policy & Procedure attached to the SPD as Appendix B.

ARTICLE X YOUR PLAN'S "TOP-HEAVY RULES"

What is a "top-heavy" plan?

A retirement plan that primarily benefits "key employees" is called a "top-heavy plan." Key employees are certain owners or officers of Cerner. A Plan is generally a "top-heavy plan" when more than 60% of the Plan's assets are in the accounts of so-called "key employees."

Each year, the Administrator is responsible for determining whether the Plan is a "top-heavy plan."

What happens if the Plan becomes "top-heavy"?

If the Plan becomes top-heavy in any Plan Year, then non-key employees will be entitled to certain "top-heavy minimum benefits," and other special rules will apply. Among these top-heavy rules are that Cerner may be required to make a contribution to your account in order to provide you with at least "top-heavy minimum benefits." If you are a participant in more than one Plan, you may not be entitled to "top-heavy minimum benefits" under both Plans.

ARTICLE XI PROTECTED BENEFITS

Is my benefit protected?

As a general rule, your interest in your account, including your "vested interest," may not be alienated. This means that your interest may not be sold, used as collateral for a loan (other than for a Plan loan), given away or otherwise transferred. In addition, your creditors (other than the IRS) may not attach, garnish, or otherwise interfere with your account.

Are there any exceptions to the general rule?

There are three exceptions to this general rule. The Administrator must honor a "qualified domestic relations order." A "qualified domestic relations order" is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, child, or other dependent. If a qualified domestic relations order is received by the Administrator or its designee, all or a portion of your benefits may be used to satisfy the obligation. The Administrator or its designee will determine the validity of any domestic relations order received. A copy of the Qualified Domestic Relations Order Procedure is attached to this SPD as Appendix A.

The second exception applies if you are involved with the Plan's administration. If you are found liable for any action that adversely affects the Plan, the Administrator can offset your benefits by the amount that you are ordered or required by a court to pay the Plan. All or a portion of your benefits may be used to satisfy any such obligation to the Plan.

The last exception applies to federal tax levies and judgments. The federal government is able to use your interest in the Plan to enforce a federal tax levy and to collect a judgment resulting from an unpaid tax assessment.

Can the Plan be amended?

Yes, we have the right to amend the Plan at any time. In no event, however, will any amendment authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of participants or their beneficiaries. Additionally, no amendment will cause any reduction in the amount credited to your account.

What happens if the Plan is discontinued or terminated?

Although we intend to maintain the Plan indefinitely, we reserve the right to terminate the Plan at any time. Upon termination, no further contributions will be made to the Plan and all amounts credited to your accounts will become 100% vested. We will direct the distribution of your accounts in a manner permitted by the Plan as soon as practicable. (See the question entitled

"How will my benefits be paid?" in Article V for a further explanation.) You will be notified of any modification or termination of the Plan.

What are my rights as a Plan participant?

As a participant in the Plan you are entitled to certain rights and protections under ERISA. ERISA provides that:

- (a) You may examine, without charge, all documents governing the Plan. This examination may take place at the Administrator's office or at other specified employment locations. Plan documents include insurance contracts, if any, and the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- (b) You may obtain copies of all documents governing the operation of the Plan upon written request to the Administrator. The Administrator may make a reasonable charge for copies.
- (c) You may receive a summary of the Plan's annual financial report. The Administrator is required by law to furnish each participant with a copy of this summary annual report.

What duties are imposed on the people or entities who operate the Plan?

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. These people are called "fiduciaries" of the Plan. They have a duty to operate the Plan prudently and in the interest of you and other Plan participants and beneficiaries. The fiduciaries of the Plan include Cerner Corporation, the Trustee, and the Administrator. No one, including Cerner or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

Under ERISA, there are steps you can take to enforce your rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Administrator to provide the materials and pay you up to \$110.00 a day until you receive the

materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

If your claim for a retirement benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Administrator review and reconsider your claim. (See the question entitled "What is the Claims Review Procedure?"). In addition, if you disagree with the Plan Administrator's decision or lack thereof concerning the qualified status of a domestic relations order you may file suit in federal court.

If the Plan's fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees if, for example, it finds that your claim is frivolous.

How do I submit a claim for Plan benefits?

You may submit to the Plan recordkeeper a request for benefits in the Plan. The recordkeeper will evaluate your claim to determine if benefits are payable to you under the terms of the Plan. The recordkeeper may solicit additional information from you if necessary to evaluate the claim.

If the recordkeeper determines the claim is valid, then you will receive your requested distribution.

What if my benefits are denied?

Your request for Plan benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review according to the Claims Review Procedure and Denial of Benefits which is attached to this SPD as Appendix C.

If your claim has been denied or deemed denied, and you want to submit your claim for review, you must follow the Claims Review Procedure.

What is the Claims Review Procedure?

Upon the denial of your claim for benefits, you may file your claim for review, in writing, with the Administrator. Please refer to the "Claims Review Procedure and Denial of Benefits", which is attached to this SPD as Appendix C.

What can I do if I have questions or my rights are violated?

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

ARTICLE XII GENERAL INFORMATION ABOUT THE PLAN

There is certain general information which you may need to know about the Plan. This information has been summarized for you in this Article.

General Plan Information

The full name of the Plan is Cerner Corporation Foundations Retirement Plan.

Cerner Corporation has assigned Plan Number 001 to your Plan.

This Plan was originally effective on November 1, 1987. The Plan's most recent restatement was effective on January 1, 2015.

The Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on January 1 and ends on December 31.

Human Resources

Valuations of the Plan are generally made every business day. Certain distributions are based on the Anniversary Date of the Plan. This date is the last day of the Plan Year.

The Plan and Trust will be governed by the laws of Missouri to the extent not governed by federal law.

Benefits provided by the Plan are NOT insured by the Pension Benefit Guaranty Corporation (PBGC) under Title IV of the Employee Retirement Income Security Act of 1974 because the insurance provisions under ERISA are not applicable to this type of Plan.

Employer Information

The Plan sponsor's name, address, and identification number are:

Cerner Corporation
2800 Rockcreek Parkway
North Kansas City, Missouri 64117

Employer ID Number: 43-1196944

Participating Employers

The Plan allows employers that are affiliated with Cerner Corporation to adopt its provisions. A list of the Plan's Participating Employers may be obtained by you or your beneficiaries upon written request to the Administrator. You may also examine the list at the Administrator's office or at other specified employment locations.

Participating Employer's include all entities, except for Cerner International, Inc. and its subsidiary entities and Cerner Investment Corp., that (i) are part of Cerner Corporation's controlled group of corporations, and (ii) are domestic corporations with their principal place of business in the United States.

Plan Agent of Legal Service: Registered Agent - Delaware
The Corporation Trust Company

Human Resources

1209 Orange Street
Wilmington, DE 19801

Registered Agent - Missouri
CT Corporation System
120 South Central Avenue
Clayton, MO 63105

Service of legal process may be made upon the Plan Agent of Legal Service. Service of legal process may also be made upon the Trustee or the Administrator.

Administrator Information

The Plan's Administrator is responsible for the day-to-day administration and operation of the Plan. The Administrator will allow you to review the formal Plan document and certain other materials related to the Plan. If you have any questions about the Plan and your participation, you should contact the Administrator. The Administrator may designate other parties to perform some duties; the Administrator has designated Fidelity Management Trust Company as the Plan's recordkeeper. The Plan's recordkeeper maintains the Plan records, including your account information, provides you with the forms you need to complete for Plan participation and directs the payment of your account at the appropriate time.

The Administrator has the exclusive right, power and authority, in its sole and absolute discretion, to administer and interpret the Plan and other Plan documents. The Administrator has all powers reasonably necessary to carry out its responsibilities under the Plan including (but not limited to) the sole and absolute discretionary authority to:

- Administer the Plan according to its terms and to interpret Plan policies and procedures;
- Resolve and clarify inconsistencies, ambiguities and omissions in the Plan document and among and between the Plan document and other related documents;
- Take all actions and make all decisions regarding questions of coverage, eligibility and entitlement to benefits, and benefit amounts; and

Human Resources

- Process and approve or deny all claims for benefits.

The name, address, and business telephone number of the Plan's Administrator are:

Cerner Corporation
Attn: 401(k) Plan Administrator
2800 Rockcreek Parkway
North Kansas City, Missouri 64117
(816) 221-1024

The name, address, and business telephone number of the Plan's recordkeeper are:

Fidelity Management Trust Company
82 Devonshire Street
Boston, MA 02109
617-563-6031

Trustee Information

All money that is contributed to the Plan is held in a trust fund. The Trustee is responsible for the safekeeping of the trust fund. The trust fund established by the Plan's Trustee will be the funding medium used for the accumulation of assets from which benefits will be distributed. While all the Plan assets are held in a trust fund, the Administrator separately accounts for each Participant's interest in the Plan. The name and address of the Plan's Trustee is:

Fidelity Management Trust Company
82 Devonshire Street
Boston, MA 02109
617-563-6031

APPENDIX A

CERNER CORPORATION FOUNDATIONS RETIREMENT PLAN

QUALIFIED DOMESTIC RELATIONS ORDER ("QDRO") PROCEDURE

- I. **Procedure after receipt of order.** The Plan will apply the following procedure whenever it receives an order which purports to be a qualified domestic relations order ("QDRO"). As you begin this process, you now have two ways to create an order —via the internet at <http://qdro.fidelity.com> or manually. Please refer to the QDRO processing guidelines and procedure document which may be obtained both from the Administrator and from Fidelity.
1. **Administrator's responsibility.** The Administrator, or its designee, is responsible for administering the QDRO Procedure. The purpose of the QDRO Procedure is to establish a reasonable and consistent procedure for determining the qualified status of a domestic relations order and for making distributions pursuant to a domestic relations order which qualifies under Internal Revenue Code § 414(p).
 2. **Notice to participant and to alternate payee.** After receipt of a domestic relations order, the Administrator, or its designee, will notify the participant and any alternate payee of the receipt of the order, and will deliver to the participant and to each alternate payee a copy of this QDRO Procedure.
 3. **Review of order.** The Administrator, or its designee, will review the order within a reasonable time to determine its qualified status. For the review of an order the turnaround times are generally: 10 business days for orders generated via the website and 60 business days for orders not generated via the website. The Administrator, or its designee, will complete a QDRO Determination Checklist with respect to each order the Plan receives. After review, the Administrator, or its designee, will determine whether the order is a QDRO.
 4. **Suspension of participant investment or distributions.** If the Plan permits participant-directed investments, the Plan will suspend the participant's right to

direct any investments during the period the Administrator, or its designee, is determining the qualified status of the order. If the participant is receiving benefits from the Plan at the time of receipt of the order, the Administrator, or its designee, will suspend distributions to the participant to the extent the Administrator, or its designee, deems necessary to comply with the order should the Administrator, or its designee, determine the order is a QDRO.

5. **Determination order is a QDRO.** If the Administrator, or its designee, determines the order is a QDRO:

- a. The Administrator, or its designee, will notify the participant and each alternate payee the order is a QDRO. The Administrator, or its designee, will notify the participant and each alternate payee of the decision of the determination by mailing to each party a copy of the QDRO Determination Checklist, which will include the Administrator's, or its designee's, certification. The Administrator, or its designee, will direct the Trustee to segregate the "QDRO amount" if possible.
- b. If the QDRO requires immediate payment, the Plan will pay the designated benefits as soon as administratively feasible following the alternate payee's completion of any required forms. Payment of any amount the QDRO required the Plan to pay during the determination period will include interest from the date the QDRO required the first payment, at the rate of interest the Trustee determines reasonable. The rate of interest payable on passbook savings accounts is a reasonable rate of interest for this purpose.
- c. If the Plan cannot make the distribution within 30 days of the determination of qualified status of the QDRO, the Administrator, or its designee, will advise the parties of the delay, of the reason for the delay and of the date by which the Plan expects to make payment.
- d. The Administrator, or its designee, will advise the participant when the Plan has completed payment to the alternate payee.

- e. The Plan will maintain a separate accounting (which may include a segregated account) for each alternate payee until the Plan has completed benefits under the QDRO.
 - f. Each alternate payee is entitled to file with the Plan a beneficiary designation in the same manner as a participant in the Plan, except that if the Plan is subject to the joint and survivor annuity requirements, the joint and survivor annuity provisions do not apply to the alternate payee's spouse.
6. **Determination order is not a QDRO.** If the Administrator, or its designee, determines the order is **not** a QDRO:
- a. The Administrator, or its designee, will advise the participant and each alternate payee of the adverse decision and of the reason for the adverse decision. The Plan will advise the participant and each alternate payee of the decision within ten days of the determination by mailing to each party a copy of the QDRO Determination Checklist, which will include the Administrator's, or its designee's, certification of the decision.
 - b. The Administrator, or its designee, will direct the Plan to discontinue separate accounting for the amounts payable under the order. The Plan will pay the benefits to the party entitled to receive the benefits. If the participant is not entitled to a present distribution of any of the segregated benefits, the Plan simply will continue to account for the participant's benefits as if the Plan had not received the order.
 - c. If the Administrator, or its designee, determines the status of the order within the 18-month period beginning on the date the order would require the first payment, the Administrator, or its designee, may delay distribution of any benefits subject to the order if the Administrator, or its designee, has reason to believe a party will seek to cure the defects in the order. The Administrator, or its designee, will continue to delay distribution during the period the Administrator, or its designee, determines to be necessary to fulfill the Administrator's fiduciary duties under the Plan.

7. **Consultation with legal counsel.** The Administrator, or its designee, will consult with the Plan's legal counsel in case of questions which arise with respect to the interpretation of any provision of the order or with respect to the qualified status of the order.

II. **Procedure before receipt of order.** The Plan will apply the following procedure before the Plan's receipt of a domestic relations order.

1. **Requirements for application.** The Plan will proceed as described in paragraph 2 below if the Plan receives (verbal or written) confirmation from a participant or from the participant's spouse: (a) a domestic relations action (including a divorce) is pending or the participant and spouse are seeking a domestic relations order; (b) the Plan will receive a domestic relations order as a result of the action described in (a); and (c) Plan assets will be a source of payment under the domestic relations order.
2. **Suspension of participant investment or distributions.** If the Plan receives notice satisfying the preceding paragraph 1: (a) the Plan will suspend any right of the participant to direct any investments during the period the Administrator, or its designee, is awaiting receipt of the domestic relations order and is determining the qualified status of the order, and (b) if the participant is receiving benefits from the Plan at the time the Plan receives notice satisfying the preceding paragraph 1, the Administrator, or its designee, will suspend distributions to the participant to the extent the Administrator, or its designee, deems necessary, based on the notice provided by the participant or spouse.
3. **Ninety day limitation.** If, after ninety days from the receipt of notice described in paragraph 1, the Administrator, or its designee, has not received a domestic relations order relating to the participant's benefits, the Administrator, or its designee, will cancel the suspension of participant investment or distributions, and will administer the Plan as if the Administrator, or its designee, had not received the notice described in paragraph 1. If, during the ninety day period, the Administrator, or its designee, receives a domestic relations order relating to the participant, the Administrator, or its designee, will proceed to determine the qualified status of the order under Part I of this QDRO Procedure. The participant

and spouse, before or after the expiration of the ninety-day period, may provide the Administrator, or its designee, with a subsequent notice.

- III. Domestic relations orders and other QDRO-related documents should be sent to the following address:

Fidelity Employer Services Company LLC
QDRO Administration Group
P.O. Box 770001
Cincinnati, OH 45277-0018
ATTN: Cerner Corporation

APPENDIX B

CERNER CORPORATION FOUNDATIONS RETIREMENT PLAN LOAN POLICY AND PROCEDURE

The Plan Administrator adopts the following loan policy pursuant to the terms of the Plan. As a participant or beneficiary under the Plan, you may receive a loan only as permitted by this loan policy.

1. ***LOAN APPLICATION.*** Any Plan participant who is a current eligible associate may apply for a loan from the Plan. A participant must apply for each loan specifying the amount of the loan desired, the requested duration for the loan and the source of security for the loan.

2. ***LIMITATION ON LOAN AMOUNT/PURPOSE OF LOAN.*** The Administrator will not approve any loan to a participant in an amount which exceeds 50% of his or her nonforfeitable accrued benefit (account balances), as reflected by the books and records of the Plan. The loan proceeds will be taken from the participant's Rollover Contributions Account (if one exists) and then their Deferral Contributions Account, on a pro-rata basis from available funds. The maximum aggregate dollar amount of loans outstanding to any participant may not exceed \$50,000, reduced by the excess of the participant's highest outstanding participant loan balance during the 12-month period ending on the date of the loan over the participant's current outstanding participant loan balance on the date of the loan. A participant may not request a loan for less than \$1,000, nor may a participant, at any time, have more than one participant loan outstanding. Moreover, a participant must wait 90 calendar days from the previous loan payoff date before initiating a request for a new loan.

3. ***EVIDENCE AND TERMS OF LOAN.*** The Administrator must reevaluate interest rates for loans made more than one month since the last loan made by the Plan.

A loan will provide a fixed rate of interest of one percent (1%) above the prime interest rate as published from time to time in *The Wall Street Journal*. The loan must provide at least quarterly payments under a level amortization schedule. If the participant is currently employed by Cerner, the Administrator will require the participant receiving a loan from the Plan to enter into a payroll deduction agreement to repay the loan.

The Administrator will fix the term for repayment of any loan; however, in no instance may the term of repayment be greater than five years, unless the loan qualifies as a home loan. The Administrator may fix the term for repayment of a home loan for a period not to exceed 10 years. A "home loan" is a loan used to acquire a dwelling unit which, within a reasonable time, the participant will use as a principal residence.

A loan, if not otherwise due and payable, is due and payable on the date the participant terminates employment with Cerner.

A loan, if not otherwise due and payable, is due and payable on termination of the Plan, notwithstanding any contrary provision in the loan agreement. Nothing in this loan policy restricts Cerner Corporation's right to terminate the Plan at any time.

Participants should note the law treats the amount of any loan (other than a "home loan") not repaid five years after the date of the loan as a taxable distribution on the last day of the five year period or, if sooner, at the time the loan is in default. If a participant extends a non-home loan having a five year or less repayment term beyond five years, the balance of the loan at the time of the extension is a taxable distribution to the participant.

4. ***SECURITY FOR LOAN.*** A participant must secure each loan with an irrevocable pledge and assignment of 50% of the nonforfeitable amount of the borrowing participant's account balances under the Plan.

5. ***FORM OF PLEDGE.*** The pledge and assignment of a participant's account balances will be in the form prescribed by the Administrator.

6. ***MILITARY SERVICE.*** If a participant separates from service (or takes a leave of absence) from Cerner because of service in the United States military and does not receive a distribution of his/her account balances, the Plan suspends loan repayments until the participant's completion of military service or until the participant's fifth anniversary of commencement of military service, if earlier. While the participant is on active duty in the United States military, the interest rate on the loan will not exceed six percent (6%), compounded annually. Cerner will provide the participant with a written explanation of the effect of the participant's military service upon his/her Plan loan.

7. **UNPAID LEAVE.** If a participant is on an approved leave of absence from Cerner that is unpaid, or with reduced pay that is insufficient to cover the participant's loan repayment, the participant's loan repayments may be automatically suspended. In such an event, the participant will not be required to make loan repayments during his or her leave of absence for up to 12 months or until the participant returns from such leave with pay sufficient to cover the participant's loan, whichever is earliest. If a loan payment is suspended due to a leave of absence, the participant's loan term will be extended for the length of the leave of absence, not to exceed a total loan term of five (5) years from the original date of the loan unless the loan qualifies as a residential mortgage loan, in which case it shall not exceed a total loan term of ten (10) years.

Upon your return from the leave of absence, the loan will be re-amortized, taking into account the suspended payments, additional interest accrued on your loan during your leave and extensions of the loan term (as set forth above), and payroll deductions must be resumed at the higher payment amount. Participants may repay their loan in full at any time.

Failure to pay your loan under these revised conditions will result in a default and subject to the provisions of Section 8 below.

8. **DEFAULT/RISK OF LOSS.** The Administrator will treat this loan in default if:
- (a) for any active associate, any scheduled payment remains unpaid beyond the last day of the calendar quarter following the calendar quarter in which the participant missed the scheduled payment; or
 - (b) for any former associate, any scheduled payment remains unpaid beyond the 60th day following the day on which the participant missed the scheduled payment; or
 - (c) there is the making or furnishing of any representation or statement to the Plan by or on behalf of the participant which proves to have been false in any material respect when made or furnished.

The participant will have the opportunity to repay the loan, resume current status of the loan by paying any missed payment plus interest or, if distribution is available under the Plan, request distribution of the loan. If the loan remains in default, the Administrator will offset the participant's vested account balances by the outstanding balance of the loan. The Administrator

will treat the loan as repaid to the extent of any permissible offset. Pending final disposition of the loan, the participant remains obligated for any unpaid principal and accrued interest.

The Administrator intends this loan program not to place other participants at risk with respect to their interests in the Plan. In this regard, the Administrator will administer any participant loan as a participant directed investment of that portion of the participant's vested account balances equal to the outstanding principal balance of the loan. The Plan will credit that portion of the participant's account balances with the interest earned on the loan and with principal payments received by the participant. The Plan also will charge that portion of the participant's account balances with expenses directly related to the origination, maintenance and collection of the loan.

APPENDIX C

CERNER CORPORATION FOUNDATIONS RETIREMENT PLAN CLAIM PROCEDURE FOR and DENIAL OF BENEFITS

I. Initial Claim.

A. Submitting the Claim

Upon request, the Administrator shall provide any Participant or Beneficiary ("Claimant") with a claim form which the Claimant can use to request benefits. In addition, the Administrator will consider any written request for benefits under the Plan to be a claim.

B. Approval of Initial Claim

If a claim for benefits is approved, the Administrator shall provide the Claimant with written or electronic notice of such approval. The notice shall include:

1. The amount of benefits to which the Claimant is entitled.
2. The duration of such benefit.
3. The time the benefit is to commence.
4. Other pertinent information concerning the benefit.

C. Denial of Initial Claim

If a claim for benefits is denied (in whole or in part) by the Administrator, the Administrator shall provide the Claimant with written or electronic notification of such denial within ninety (90) days (forty-five (45) days in the case of a claim for disability benefit) after receipt of the claim, unless special circumstances require an extension of time for processing the claim. (See Section III of this Claims Procedure concerning extensions of time.)

The notice of denial of the claim shall include:

1. The specific reason that the claim was denied.

2. A reference to the specific plan provisions on which the denial was based.
3. A description of any additional material or information necessary to perfect the claim, and an explanation of why this material or information is necessary.
4. A description of the Plan's appeal procedures and the time limits that apply to such procedures, including a statement of the Claimant's right to bring a civil action under ERISA Section 502(a) if the claim is denied on appeal.
5. Any materials required under 29 C.F.R. § 2560.503-1(g) (1) (v).

The Claimant (or his duly authorized representative) may review pertinent documents and submit issues and comments in writing to the Administrator. The Claimant may appeal the denial as set forth in the next section of this procedure. IF THE CLAIMANT FAILS TO APPEAL SUCH ACTION TO THE ADMINISTRATOR IN WRITING WITHIN THE PRESCRIBED PERIOD OF TIME DESCRIBED IN THE NEXT SECTION, THE ADMINISTRATOR'S DENIAL OF A CLAIM SHALL BE FINAL, BINDING AND CONCLUSIVE.

II. Appeal Procedures

A. Filing the Appeal

If a claim is denied (in whole or in part), the Claimant may appeal the denial by giving written notice of the appeal to the Administrator within 60 days (one hundred eighty (180) days in the case of a claim for disability benefit) after the Claimant receives the notice of denial of the claim.

At the same time the Claimant submits a notice of appeal, the Claimant may also submit written comments, documents, records, and other information relating to the claim. Cerner (or its designee) shall review and consider this information without regard to whether the information was submitted or considered in conjunction with the initial claim.

B. General Appeal Procedure

Cerner may hold a hearing or otherwise ascertain such facts as it deems necessary and shall render a decision which shall be binding upon both parties.

Cerner shall render a decision on appeal within sixty (60) days (forty-five (45) days in the case of a claim involving disability) after the receipt by the Administrator of the notice of appeal, unless special circumstances require an extension of time. (See Section III for the procedures concerning extensions of time.)

The appeal decision of Cerner shall be provided in written or electronic form to the Claimant. If the appeal decision is adverse to the Claimant, then the written decision shall include the following:

1. The specific reason or reasons for the appeal decision.
2. Reference to the specific plan provisions on which the appeal decision is based.
3. A statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claimant's claim for benefits. (Whether a document, record, or other information is relevant to a claim for benefits shall be determined by reference to 29 C.F.R. § 2560.503-1 (m) (8).)
4. A statement describing any voluntary appeal procedures offered by the Plan and the Claimant's right to obtain the information about such procedures.
5. A statement of the Claimant's right to bring an action under Section 502(a) of the Employee Retirement Income Security Act.

C. Special Appeal Procedure for Disability Claims.

For the purpose of any appeal of an adverse benefit determination regarding a disability benefit, in addition to the procedures set forth in Section II.B., the following procedures shall also apply:

1. The appeal will be conducted by an appropriate named Fiduciary designated by Cerner. The Fiduciary will be neither the individual who denied the claim initially, nor a subordinate of such individual.
2. In deciding the appeal, the Fiduciary shall not give any deference to the initial determination that was made concerning the claim.
3. If the initial claim was denied based in whole or in part on a medical judgment (including a judgment as to whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or appropriate), then the Fiduciary shall consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. Any such professional shall be neither an individual who was consulted in connection with the initial claim, nor the subordinate of any such individual.
4. If the Fiduciary obtains the advice of medical or vocational experts in connection with the appeal, then the Fiduciary must identify the expert(s), without regard to whether the fiduciary relied upon the advice when deciding the appeal.
5. In the event of an adverse determination on appeal:
 - a. If an internal rule, guideline, protocol, or other similar criterion was relied upon in making decision on appeal, then the written decision on appeal shall include either (a) the specific rule, guideline, protocol, or other similar criterion, or (b) a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of the rule, guideline, protocol, or other similar criterion will be provided to the Claimant free of charge upon request.
 - b. If the decision on appeal was based on a medical necessity or experimental treatment or similar exclusion or limit, then the written decision on appeal shall include either (a) an explanation of the

scientific or clinical judgment for the determination, applying the terms of the Plan to the Claimant's medical circumstances, or (b) a statement that such explanation will be provided free of charge upon request.

- c. The written decision on appeal shall include the following statement: "You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency."

III. Extensions of Time

A. Notice of Extension

If Cerner requires an extension of time, Cerner shall provide the Claimant with written or electronic notice of the extension before the first day of the extension.

The notice of the extension shall include:

1. An explanation of the circumstances requiring the extension. These circumstances must be matters beyond the control of the Plan or Cerner.
2. The date by which the Administrator or Cerner expects to render a decision.
3. The standard on which the Claimant's entitlement to a benefit is based.
4. The unresolved issues, if any, that prevent a decision on the claim or on appeal, and the information needed to resolve those issues. If such information is needed:
 - a. The Claimant shall have at least forty-five (45) days in which to provide the specified information.
 - b. The time for determining an initial claim shall be tolled from the date on which the notice of extension is sent to the Claimant, until

the date on which the Claimant responds to the request for additional information.

IV. Legal Actions Following Appeals.

A. Exhaustion of Administrative Remedies

The exhaustion of the Claims Procedure is mandatory for resolving every claim and dispute arising under the Plan. As to such claims and disputes: (a) no Claimant shall be permitted to commence any legal action to recover Plan benefits or to enforce or clarify rights under the Plan under Section 502 or Section 510 of ERISA or under any other provision of law, whether or not statutory, until the Claims Procedure has been exhausted in its entirety; and (b) in any such legal action all explicit and all implicit determinations by the Administrator (including, but not limited to, determinations as to whether the claim, or a request for a review of a denied claim, was timely filed) shall be afforded the maximum deference permitted by law.

B. Deadline to File Action

No legal action to recover Plan benefits or to enforce or clarify rights under the Plan under Section 502 or Section 510 of ERISA or under any other provisions of law, whether or not statutory, may be brought by any claimant on any matter pertaining to the Plan unless the legal action is commenced in the proper forum before the earlier of: (a) 30 months after the Claimant knew or reasonably should have known of the principal facts on which the claim is based, or (b) six months after the Claimant has exhausted the Claims and Appeals Procedure under the Plan. Knowledge of all facts that the participant knew or reasonably should have known shall be imputed to every Claimant who is or claims to be a beneficiary of the participant or otherwise claims to derive entitlement by reference to the participant for the purpose of applying the previously specified periods.

B. Length of Extension

For purposes of an initial claim not involving disability, no more than one extension of ninety (90) days shall be allowed.

For purposes of an initial claim involving disability, no more than two extensions of thirty (30) days each shall be allowed.

For purposes of an appeal not involving disability, no more than one extension of sixty (60) days shall be allowed.

For purposes of an appeal involving disability, no more than one extension of forty-five (45) days shall be allowed.

APPENDIX D

CERNER CORPORATION FOUNDATIONS RETIREMENT PLAN SUMMARY OF PLAN EXPENSES

Fees and Expenses

If you have an account in the Plan, it may be subject to the following types of fees and expenses:

- Asset-based fees
- Plan administrative fees and expenses
- Individual fees and expenses

Asset Based Fees

Asset-based fees reflect an investment option's total annual operating expenses and include management and other fees. They are often the largest component of retirement plan costs and are paid by all shareholders of the investment option.

Typically, asset-based fees are reflected as a percentage of assets invested in the option and often are referred to as an "expense ratio." You may multiply the expense ratio by your balance in the investment option to estimate the annual expenses associated with your holdings.

Asset-based fees are deducted from an investment option's assets, thereby reducing its investment return. Fee levels can vary widely among investment options, depending in part on the type of investment option, its management (including whether it is active or passive), and the risks and complexities of the option's strategy. There is not necessarily a correlation between fees and investment performance, and fees are just one component to consider when determining which investment options are right for you.

Plan Administrative Fees and Expenses

Plan administrative fees may include legal, accounting, trustee, recordkeeping, and other administrative fees and expenses associated with maintaining the Plan. In some instances, they may be deducted from individual accounts in the Plan. No plan administrative fees are deducted from accounts in the Plan. Please keep in mind that fees are subject to change.

If any plan administrative fees are actually deducted from your account, they will be reflected on your Plan Quarterly Statement.

Individual Fees and Expenses

Individual fees and expenses include those associated with a service or transaction that an individual may select. In some instances, they may be deducted from the accounts of those individuals who utilize the service or engage in the transaction. If you have an account in the Plan and you select or execute the following service(s) or transaction(s), the fee(s) outlined below may be deducted from your account. As you review this information, please keep in mind that fees are subject to change and that certain individual fees may not be deducted in some circumstances.

Type of Individual Fee	Amount
Loan Setup Fee	\$50.00 per loan
In-Service Withdrawal Fee	\$20.00 per transaction
Minimum Required Distribution Fee	\$25.00 per transaction
Return of Excess Fee	\$25.00 per transaction
Loan Maintenance Fee	\$25.00 per year per loan deducted quarterly
Overnight Mailing Fee	\$25.00 per transaction
Qualified Domestic Relations Order (QDRO) Fee	Up to \$1,200 per QDRO

Also please note that you may incur short-term redemption fees, commissions, and similar expenses in connection with transactions associated with your Plan's investment options.

If any individual fees are actually deducted from your account, they will be reflected on your Plan Quarterly Statement.