

## DEMONSTRATION, NON-DISCLOSURE AND BETA-TESTING AGREEMENT

This Demonstration, Non-Disclosure and Evaluation Agreement ("Agreement") is made as of \_\_\_\_\_, 2014, between Central Hospital Services, Inc., d/b/a CHAMPS Oncology, an Ohio non-profit corporation ("CHAMPS") and Indiana University Health, Inc., an Indiana non-profit corporation ("You" or "User").

### PREAMBLE

CHAMPS is developing certain new data processing, compilation and reporting services and related software, data, technology and materials in furtherance of creating a hospital administrative planning tool (collectively, the "Prerelease Program"), and CHAMPS and User have been discussing expanding their existing relationship to include commercially available services similar to the services in the current version of the Prerelease Program (the "Contemplated Transaction").

User has requested a demonstration of the Prerelease Program as well as details and specific information about the features and functionality of the Prerelease Program described below as CHAMPS' "Confidential Information" in order to facilitate discussions, meetings and User's evaluation of the Contemplated Transaction (the "Purpose").

CHAMPS is willing to provide access to such Confidential Information, including without limitation to allow User to test and evaluate the Prerelease Program, but only if such Confidential Information is protected as set forth in and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of CHAMPS' demonstration, disclosure and discussion of the Prerelease Program and its Confidential Information to and with User, User hereby agrees, covenants and contracts with CHAMPS as follows with the intent to be legally bound:

### AGREEMENT

#### 1. Definition of Confidential Information.

(a) "Confidential Information" means all CHAMPS information regarding, related to or associated with the Prerelease Program and Contemplated Transaction, including but not limited to trade secrets and/or confidential or proprietary information, know-how, inventions, techniques, processes, algorithms, software programs (including but not limited to the Prerelease Program), Feedback (as set forth in Section 6 below), object and/or source code, firmware code, specifications, techniques, methods, records, data, drawings, schematics, user interface, data presentation, notes, models, reports, samples, roadmap information (including without limitation short-term, mid-term and long-term development plans for functionality, utilization, and increasing customer adoption and market penetration), information about marketing and sales, information about products or pricing, information about customers or potential customers, or information about vendors or potential vendors.

(b) Confidential Information may be disclosed in writing, electronically, orally, by accessing and viewing of service on a computing device, or otherwise.

(c) Failure to mark any information falling within the definition of Confidential Information in subsection (a) as confidential or proprietary shall not affect its status as Confidential Information under the terms of the Agreement.

2. Covenants of Confidentiality and Non-disclosure. For a period of three(3) years after the date of this Agreement, User covenants and agrees as follows:

(a) All Confidential Information viewed, accessed, or otherwise acquired by User shall be and shall remain the exclusive property of CHAMPS.

(b) User shall receive in confidence all Confidential Information, and use such Confidential Information only for the Purpose and for no other purposes unless specifically approved in writing by CHAMPS.

(c) User shall limit access to Confidential Information to its authorized employees (i) who have a need to know the Confidential Information in order for User to evaluate and participate in the Contemplated Transaction and (ii) who have been clearly informed of their obligation to maintain the confidential status of such Confidential Information and have agreed to be bound by the restrictions imposed on User by this Agreement. A breach of this Agreement by an employee of User shall be deemed a breach of this Agreement by User.

(d) Upon CHAMPS' request, User shall: (i) discontinue all use of the Prerelease Program and other Confidential Information; (ii) return to CHAMPS all written material that contains the Confidential Information; (iii) erase or destroy any Confidential Information contained in any computer memory or data storage apparatus; (iv) remove the Confidential Information from any software that incorporates or uses the Confidential Information in whole or in part; and (v) certify in writing to CHAMPS that User has taken all actions described in the foregoing subsections (d) (i) - (iv), including a list of any materials erased or destroyed under subsection (d) (iii).

(e) User shall use the same care to prevent disclosure of the Confidential Information as User uses with respect to its own confidential, secret and/or proprietary information, which care shall not in any case be less than the care a reasonable business person would use under similar circumstances.

3. Exclusions from Confidential Information. Notwithstanding anything in this Agreement to the contrary, the restrictions set forth in this Agreement shall not apply to Confidential Information that:

(a) at the time of disclosure hereunder is in, or after disclosure hereunder becomes part of, the public domain through no improper act on the part of User or on the part of any of User's employees or advisors;

(b) was in User's possession at the time of disclosure by CHAMPS, as shown by written evidence, and was not acquired, directly or indirectly, from CHAMPS; or

(c) User receives from a third party if such third party's disclosure neither violates any obligation of the third party to CHAMPS nor is a consequence of such third party's breach.

4. Disclosures Required by Law. In the event Confidential Information is lawfully required to be disclosed by User to any governmental agency or otherwise required to be disclosed by law, it may be so disclosed without violation of this Agreement, but only to the extent required; provided, however, that before making such disclosure, User shall give CHAMPS reasonable prior written notice of such required disclosure so that CHAMPS has an opportunity to interpose an objection, take other action to ensure confidential handling of such Confidential Information, and/or waive compliance with the provisions of this Agreement. User agrees that it shall use commercially reasonable efforts to cooperate with CHAMPS's efforts to limit or restrict any such required disclosures.

5. Prerelease Program Testing and Evaluation. During the Evaluation Period (defined below), CHAMPS may make the Prerelease Program available to a limited number of User's employees (each an "End-User") for internal evaluation and testing. If CHAMPS determines to grant such access, such access shall be fully governed by the limited terms and conditions of access and use set forth on Exhibit A attached hereto and made an integral part of this Agreement (the "Terms of Use"). Each User employee authorized to access the Prerelease Program shall register and select a unique user name and password (each a "User Identity"). Each User employee must have a unique User Identity and User Identities may not be used by more than one End-User. Each End-User shall be required to review and agree to the Terms of Use prior to registration. As used herein (including in Exhibit A), the "Evaluation Period" shall begin after execution of this Agreement by CHAMPS and User and the first login and use by one of User's designated employees of the Prerelease Program, and ends on the earliest of: (a) three (3) months from such date; (b) when the availability of the Prerelease Program for access expires; (c) five (5) days after either party gives written notice to the other of its intent to terminate the evaluation for any reason whatsoever, (d) immediately upon written notice by CHAMPS after breach of this Agreement by User; and (e) when CHAMPS makes the service commercially available. At the end of the Evaluation Period, User shall immediately cease access to the Prerelease Program and promptly return to CHAMPS all applicable Prerelease Program software, manuals, documentation and other technology, information or materials provided by CHAMPS, if any, and all copies of notes, reports, results, surveys, status reports, data and any other information or component which relates to the Prerelease Program (whether in electronic or tangible form or on any other media and whether created by CHAMPS or User or any other party acting on behalf of either), and User shall certify in writing that all such required action has been taken. Notwithstanding termination or expiration of the Evaluation Period, all Confidential Information shall remain subject to the terms of this Agreement.

6. Data Rights. In order to provide the Prerelease Program, CHAMPS must process data provided by User. User hereby grants to CHAMPS permission to process and display such User data for the purpose of providing the Prerelease Program.

7. Evaluation. In consideration of its access to the Prerelease Program, User agrees to provide CHAMPS, at no charge, with timely information about the functioning of the Prerelease Program, including without limitation bugs, problems and suggested improvements, as well as responding to and/or attending periodic and reasonable surveys, questions, meetings and/or interviews. User acknowledges and agrees that CHAMPS may use any information, suggestions, comments, data, recommendations and feedback, whether generated by User's use of the Prerelease Program or collected from and/or provided by User, its employees or representatives relating to the Prerelease Program ("**Feedback**") for any purpose whatsoever, without User's consent, attribution, or compensation or any obligation on the part of CHAMPS.

All Feedback shall be the property of CHAMPS, and CHAMPS' Confidential Information hereunder.

8. Publicity Restrictions. User agrees that it will not make any public pronouncements or postings about the Prerelease Program, issue any news releases about the Prerelease Program (including without limitation the results thereof), or use CHAMPS' name in any form of public information. Without limiting the foregoing, and acknowledging that the Prerelease Program is experimental and has not been fully tested, User agrees to refrain from making any disparaging or negative comments regarding CHAMPS arising out of or related to the Prerelease Program.

9. Future Availability. While CHAMPS intends to commercially release the Prerelease Program, CHAMPS reserves the right at any time, and at CHAMPS' sole discretion, not to release the Prerelease Program or if released, to alter prices, features, specifications, capabilities, functions, release dates, general availability or other characteristics of the Prerelease Program.

10. Limited Exclusivity. User acknowledges that the Prerelease Program is currently a unique solution and that CHAMPS holds the Confidential Information proprietary and secret. Without limiting any other provision of this Agreement, in consideration of CHAMPS' disclosure and discussion of Confidential Information hereunder, User, on behalf of itself and any corporate affiliates, hereby agrees that User and its corporate affiliates will refrain from directly or indirectly, for itself or themselves or on behalf of any other person or entity, developing, improving, using or otherwise exploiting any service, software, system or solution that consists of (a) analyzing, manipulating and/or processing the User's cancer registry data to provide information and insights about the state of the User's cancer program that are not otherwise available using the standard form and format of the User's cancer registry data feed; and (b) providing real-time access to User's cancer registry data feed and such new information and insights via desktop or mobile computing device. User's obligations, and CHAMPS' limited exclusive rights, under this Section 6 shall commence as of the date of this Agreement and end on the third (3<sup>rd</sup>) anniversary of such date.

11. Injunctive Relief. User acknowledges that it is impossible to measure fully, in money, the injury that will be caused in the event of a breach or threatened breach by User of any of the provisions of this Agreement, and User waives the claim or defense that CHAMPS has an adequate remedy at law. User shall not, in any action or proceeding to enforce the provisions of this Agreement, assert the claim or defense that such a remedy at law exists. CHAMPS shall be entitled to injunctive relief to enforce the provisions of this Agreement, without the necessity of proving actual damage by reason of any such violation or threatened violation of this Agreement, and without prejudice to any other remedy that CHAMPS may have at law or in equity.

12. No Transfer of Rights. Any and all proprietary rights, including patent rights, copyrights, trademarks and trade secrets, in and to the Confidential Information shall be and remain in CHAMPS, and User shall not have any right, title or interest in or to the Confidential Information, except for the limited rights described in Section 5 above. If and to the extent that, notwithstanding the foregoing sentence, User obtains or retains an interest in any Confidential Information, User hereby irrevocably assigns and transfers to CHAMPS any right, title, or interest that User has or may have in such Confidential Information under copyright, patent, trade secret and trademark law, in perpetuity or for the longest period otherwise permitted by law, without the necessity of further consideration.

13. Authority. Each of the parties, as a "Representing Party" hereby represents and warrants to the other that it is a corporation duly organized, validly existing and in good standing in the state of its incorporation. This Agreement has been duly and validly executed and delivered by the Representing Party and constitutes (upon such execution and delivery) legal, valid and binding obligations of the Representing Party enforceable against such Representing Party in accordance with their respective terms. Each Representing Party has the power, right and authority to perform its obligations hereunder and grant to the other party the rights and permissions granted hereunder and the execution, delivery and performance by Representing Party of this Agreement does not and will not breach or result in a default (or an event which, with the giving of notice or the passage of time, or both, would constitute a default) under, require any consent under or give to others any rights of termination, acceleration, suspension, revocation, cancellation or amendment of any agreement affecting the Representing Party's ability and power to perform hereunder and grant the rights contemplated hereunder to the other party.

14. No Warranty. CHAMPS makes no representation or warranty to User as to the accuracy or completeness of any Confidential Information provided by it and shall not have any liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement. CHAMPS shall not have any liability to User relating to or resulting from the use of Confidential Information by User or any decisions made by User relating to or resulting from the use of any Confidential Information. Furthermore, THE PRERELEASE PROGRAM AND ANY MATERIALS OR OTHER CONFIDENTIAL INFORMATION PROVIDED BY CHAMPS PURSUANT TO THE AGREEMENT ARE PROVIDED "AS IS", AND CHAMPS DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, MADE WITH RESPECT THERETO INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY, UNINTERRUPTED OR ERROR-FREE OPERATION, PRIVACY, SECURITY, DATA INTEGRITY, THAT THE PRERELEASE PROGRAM IS DEFECT FREE OR TITLE OR AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, OR THAT ANY INFORMATION OR DATA PRESENTED TO END-USERS VIA THE PRERELEASE PROGRAM IS UP-TO-DATE. User acknowledges that: (i) the Prerelease Program is in a pre-release state, is experimental and has not been fully tested; (ii) the Prerelease Program may not meet User's requirements; (iii) the use or operation thereof may not be uninterrupted or error free; (iv) the purpose of this Agreement is to provide for the Prerelease Program to be tested and evaluated; and (v) neither the Prerelease Program nor, any data, analytics, insights or any other results produced, or displayed by, the Prerelease Program are to be relied upon by User and if, despite such acknowledgement, User relies upon the Prerelease Program, User relies on the Prerelease Program at User's sole risk. User understands that, under this Agreement, the Prerelease Program is to be used solely for testing and evaluation purposes in the limited way described by this Agreement and not in a production environment. WHILE REASONABLE EFFORTS HAVE BEEN MADE TO ENSURE THE PROPER AND CORRECT OPERATION OF THE PRERELEASE PROGRAM, USER AGREES THAT (BY ACCESSING AND/OR USING THE PRERELEASE PROGRAM) USER WILL NOT HOLD CHAMPS, OR ANYONE OR ANY BUSINESS RELATED TO CHAMPS RESPONSIBLE FOR ANY PROBLEMS OR DAMAGES, INCLUDING WITHOUT LIMITATION, DATA LOSS OR CORRUPTION, OCCURRING FROM THE USE OF THE PRERELEASE PROGRAM.

15. Limitation of Damages and Waiver. NEITHER CHAMPS NOR ITS AFFILIATES NOR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, STOCKHOLDERS, EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNS (“CHAMPS PARTIES”), SHALL HAVE ANY LIABILITY TO USER OR ANY OTHER INDIVIDUAL OR ENTITY FOR ANY CLAIM, LOSS OR DAMAGE OF ANY KIND OR NATURE WHATSOEVER (INCLUDING WITHOUT LIMITATION ANY CLAIM FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE PRERELEASE PROGRAM OR ANY CONFIDENTIAL INFORMATION, AND USER, ON BEHALF OF ITSELF AND ITS SUCCESSORS AND PERMITTED ASSIGNS, HEREBY WAIVES AND RELEASES ANY CLAIMS AGAINST ANY OF THE CHAMPS PARTIES FOR DAMAGES OR LOSS ARISING OUT OF THE FOREGOING.

16. No Relationship. This Agreement is intended to provide only for the handling and protection of Confidential Information and evaluation of the Prerelease Program in connection with the Contemplated Transaction. It shall not be construed as a teaming, joint venture, partnership or other similar arrangement. Neither party is obligated under this Agreement to purchase from or provide to the other party any service or product or enter into any agreement.

17. No Assignment. User shall not assign any of its rights or obligations hereunder without the prior written consent of CHAMPS. Any attempted assignment in violation of this Section will be void and of no effect.

18. Entire Agreement. This Agreement (a) is the complete agreement of the parties concerning the protection of Confidential Information and use of the Prerelease Program related to the Purpose and supersedes any prior agreements, understanding or discussions with respect to the subject matter hereof; (b) may not be amended or in any manner modified except by a formal written agreement signed by the parties; (c) and does not modify or replace any existing agreement between the parties unrelated to the Purpose.

19. Choice of Law and Venue. This Agreement shall, in all respects, be interpreted enforced and governed by the laws of Ohio, excluding its choice of law provisions. Any disputes arising under or relating to this Agreement shall be heard in the Court of Common Pleas of Cuyahoga County, Ohio or the United States District Court for the Northern District of Ohio. Each party hereby consents to the jurisdiction of said courts and waives any objection which it may have at any time to the jurisdiction of such courts, the laying of venue in such courts or the convenience of the forum.

20. Export Controls. The Prerelease Program and all related technical information or materials are subject to export controls under the U.S. Government export regulations. User will comply strictly with all regulations and will not export, re-export, divert, transfer or disclose, directly or indirectly the Prerelease Program and/or any related technical information in violation of such regulations.

21. Severability. If any provision of this Agreement is found unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the parties as expressed herein.

22. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person or entity other than the parties any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

[signature page follows]

IN WITNESS WHEREOF, User and CHAMPS hereby execute this Agreement with the intent to be legally bound as of the date first written above.

CENTRAL HOSPITAL SERVICES, INC.,  
d/b/a CHAMPS ONCOLOGY

INDIANA UNIVERSITY HEALTH, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**  
**(Demonstration, Non-Disclosure and Beta-Testing Agreement (“Agreement”))**

**Terms and Conditions of Access and Use**

1. Definitions. Capitalized terms used in this Exhibit and not otherwise defined herein shall have the meanings given to such terms in the Agreement.

2. Limited License. CHAMPS grants to you, the "End-User", as an employee of your employer, a time-limited, non-exclusive, non-transferable, fully revocable right and license to access and use the Prerelease Program on a remotely hosted basis solely for the internal evaluation or testing purposes of your employer only in connection with the Purpose. CHAMPS retains all right, title and interest to the Prerelease Program. End-User shall clearly identify the Prerelease Program as the property of CHAMPS. Except as expressly set forth herein, End-User acquires no licenses or other rights to any intellectual property or other Confidential Information of CHAMPS. There is no monetary charge for the use of Prerelease Program for the duration of the Evaluation Period. End-User will at all times secure and control physical access to all hardware systems accessing the Prerelease Program in a reasonable manner in accordance with its obligations under the Agreement. Each End-User authorized to access the Prerelease Program shall register and select a unique user name and password (each a "User Identity"). Each End-User must have a unique User Identity and User Identities may not be used by more than one End-User.

3. Intellectual Property and Restrictions. End-User acknowledges that the Prerelease Program is the exclusive proprietary property of CHAMPS, is protected by applicable intellectual property laws, including, without limitation, those governing patents, inventions, copyrights, trademarks, and trade secrets, and that End-User has no rights to modify, transfer, copy, duplicate, reverse engineer, decompile, recreate, retransmit, disseminate, sell, lend, distribute, publish, broadcast, circulate, give, donate or commercially exploit the Prerelease Program, with or without charge, or prepare any derivative works with respect to, or disclose Confidential Information pertaining to, the Prerelease Program or any part thereof. Under no circumstances shall End-User be deemed to receive title to any portion of the Prerelease Program or any rights or interest therein, including without limitation Feedback and/or derivatives or improvements that include such Feedback developed by CHAMPS, except for the time-limited access and use license expressly provided pursuant to Section 2 above, all other rights, title and interest being reserved by CHAMPS. End-User shall not have nor shall it claim any rights on or over the Prerelease Program or other Confidential Information, including without limitation, enhancements, customizations, updates, upgrades, or any other modifications or derivative works thereof.

4. Evaluation. In consideration of its access to the Prerelease Program, End-User agrees to provide CHAMPS, at no charge, with timely information about the functioning of the Prerelease Program, including bugs, problems and suggested improvements. End-User acknowledges and agrees that CHAMPS may use any information, suggestions, comments, data, recommendations and feedback, whether generated by End-User's use of the Prerelease Program or collected from and/or provided by End-User relating to the Prerelease Program ("**Feedback**") for any purpose whatsoever, without End-User's consent, attribution, or compensation or any obligation on the part of CHAMPS. All Feedback shall be the property of CHAMPS, and CHAMPS' Confidential Information under the Agreement.

5. NO WARRANTY. THE PRERELEASE PROGRAM AND ANY MATERIALS OR OTHER CONFIDENTIAL INFORMATION PROVIDED BY CHAMPS PURSUANT TO THE AGREEMENT ARE PROVIDED “AS IS”, AND CHAMPS DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, MADE WITH RESPECT THERETO INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY, UNINTERRUPTED OR ERROR-FREE OPERATION, PRIVACY, SECURITY, DATA INTEGRITY, THAT THE PRERELEASE PROGRAM IS DEFECT FREE OR TITLE OR AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, OR THAT ANY INFORMATION OR DATA PRESENTED TO END-USERS VIA THE PRERELEASE PROGRAM IS UP-TO-DATE, MAY BE RELIED UPON, OR ACCURATE. End-User acknowledges that: (i) the Prerelease Program is in a pre-release state, is experimental and has not been fully tested; (ii) the Prerelease Program may not meet End-User’s, or its employer’s, requirements; (iii) the use or operation thereof may not be uninterrupted or error free; (iv) the purpose of this Agreement is to provide for the Prerelease Program to be tested and evaluated; and (v) neither the Prerelease Program nor any data, analytics, insights or any other results produced, or displayed by, by the Prerelease Program are to be relied upon by End-User and if, despite such acknowledgement, End-User relies upon the Prerelease Program, User relies on the Prerelease Program at End-User’s employer’s sole risk. End-User understands that, under this Agreement, the Prerelease Program is to be used solely for testing purposes in the limited way described by this Agreement and not in a production environment. WHILE REASONABLE EFFORTS HAVE BEEN MADE TO ENSURE THE PROPER AND CORRECT OPERATION OF THE PRERELEASE PROGRAM, END-USER AGREES THAT (BY ACCESSING AND/OR USING THE PRERELEASE PROGRAM) END-USER WILL NOT HOLD CHAMPS, OR ANYONE OR ANY BUSINESS RELATED TO CHAMPS RESPONSIBLE FOR ANY PROBLEMS OR DAMAGES, INCLUDING WITHOUT LIMITATION, DATA LOSS OR CORRUPTION, OCCURRING FROM THE USE OF THE PRERELEASE PROGRAM.

6. Limitation of Damages and Waiver. NEITHER CHAMPS NOR ITS AFFILIATES NOR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, STOCKHOLDERS, EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNS (“CHAMPS PARTIES”), SHALL HAVE ANY LIABILITY TO USER OR ANY OTHER INDIVIDUAL OR ENTITY FOR ANY CLAIM, LOSS OR DAMAGE OF ANY KIND OR NATURE WHATSOEVER (INCLUDING WITHOUT LIMITATION ANY CLAIM FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE PRERELEASE PROGRAM OR ANY CONFIDENTIAL INFORMATION, AND USER, ON BEHALF OF ITSELF AND ITS SUCCESSORS AND PERMITTED ASSIGNS, HEREBY WAIVES AND RELEASES ANY CLAIMS AGAINST ANY OF THE CHAMPS PARTIES FOR DAMAGES OR LOSS ARISING OUT OF THE FOREGOING.

7. Publicity Restrictions. End-User agrees that it will not make any public pronouncements or postings about the Prerelease Program, issue any news releases about the Prerelease Program (including without limitation the results thereof), or use CHAMPS’ name in any form of public information. Without limiting the foregoing, and acknowledging that the Prerelease Program is experimental and has not been fully tested, End-User agrees to refrain from making any disparaging or negative comments regarding CHAMPS arising out of or related to the Prerelease Program.

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