

CHAMELEON / CMS SOFTWARE LICENSE AGREEMENT

This is a legal and binding agreement between the Purchaser and HLP, INC. ("HLP"). The request of the Purchaser for the Chameleon / CMS Software Package ("CMS") and License, and the acceptance of payment for such by HLP, is an acceptance of these terms and conditions.

I. GRANT OF LICENSE and USE :

HLP shall grant Purchaser this License for use of CMS at the time of payment. HLP grants no software licenses whatsoever, either explicitly or implicitly, except by full payment for the CMS Software. This license entitles the Purchaser the right to install CMS on a single Server unit to be used by any number of Client Workstations. Additional Servers require additional Licenses, except as stated under Terms and Restrictions. This License Agreement is with the designated Purchaser only. This Purchaser may not rent, lease, give, sell or in any way transmit any part of the CMS Software Package to an unauthorized, unlicensed entity. This is a non-exclusive, non-transferable license to the use of CMS.

II. PAYMENT :

- * Payment for CMS is defined as two parts: 1) Cost of initial License and 2) Support and Maintenance.
- * The "Cost of initial License" is currently fixed at a published price and is a one time fee.
- * The "Support and Maintenance" cost is figured by the size of the Purchaser's network, and this fee is billed monthly, quarterly, or annually. The formula is a fixed amount for the Server plus a fixed amount for **each** client workstation that uses CMS for daily operations. The amount changes as the numbers of workstations change unless the Purchaser is paying for "unlimited" users. Annual increases in this fixed, published amount are limited to the "cost of living index".
- * All of the above payment conditions must be met within 30 days of Invoice date in order for the Purchaser to hold a current, valid CMS License.

III. OWNERSHIP :

- * Title to CMS shall remain with HLP. The CMS product name, software, documentation, and other material parts of the CMS package are owned by HLP and may not be reproduced in any form, except as stated under Terms and Restrictions. CMS Software contains the proprietary technology of HLP, INC.
- * All modifications, additions, upgrades, and new versions provided for under Support and Maintenance are considered part of this title and subject to the conditions of this License.
- * Purchaser hereby acknowledges HLP's copyright of CMS regardless of whether the copyright notice appears on CMS or whether it has been filed with the United States Copyright Office.

IV. TERMS and RESTRICTIONS :

- * The Purchaser shall receive an executable copy of CMS Software. The Purchaser may load, copy, or transmit CMS, in whole or in part, only as is necessary for execution, backup, and hot standby.
- * Purchaser may modify or merge CMS solely for execution by itself. Any part of this Software included in such adaptations will continue to be subject to this License.
- * HLP shall bill the Purchaser a Support & Maintenance FEE periodically using the formula under "Payment". This bill is due and payable within thirty days of receipt.
- * HLP reserves the right to revoke this License if the Support & Maintenance FEE becomes delinquent and is not remedied 30 days after notification in writing. The Purchaser shall then cease use of CMS.
- * Purchaser agrees not to reverse engineer, decompile, or disassemble CMS.

V. MAINTENANCE :

HLP agrees to provide the following maintenance services:

- * **NEW VERSIONS:** New Versions are major changes to the look or feel of CMS. All new versions are included and guaranteed to all Purchasers.
- * **UPGRADES:** As requests for improvements are accumulated from more than one Purchaser, they will be incorporated into periodic upgrades. These upgrades are included and guaranteed to all Purchasers.
- * **DIAGNOSIS:** Technical personnel will diagnose the cause of system problems and refer the Purchaser to the appropriate avenue of correction. HLP shall correct the problem only if the cause is a bug in CMS.
- * **CORRECTIONS:** Corrections in CMS code will be available to all Purchasers through the technical support office. Corrections will be made as soon as possible after reported and prioritized as to urgency to CMS operations.

VI. SUPPORT :

HLP agrees to provide the following support services:

- * **TECHNICAL SUPPORT LINE:** This shall entitle the Purchaser faster access to a technical support person for questions of high priority. Calls are answered during business days and hours and referred to the appropriate staff person. Requests may be faxed or left on the message service when lines are busy or after hours. Evenings, weekends, and holidays are available by pre-arrangement.
- * **SYSTEM to SYSTEM:** When requested, HLP can provide the Purchaser direct support via modem and communication software in real time.
- * **SYSTEM ON-LINE HELP:** CMS contains comprehensive, context-sensitive, and hyper-texted HELP files that are installed with the software and upgraded as needed.
- * **INTERNET WEB SITE:** An internet site is available 24 hours and 7 days to registered Users. Questions, suggestions, and comments may be posted to other Users or the HLP staff. Data can be uploaded and down loaded, all through a local access call.
- * **PERSONNEL ON-SITE:** If, for any reason, HLP cannot resolve the Purchaser's request by the means of support listed above, and HLP deems the request critical, then HLP staff may visit the Purchaser's site to resolve the problem.

VII. SOURCE CODE ESCROW:

- * This License does not include or cover access in any way to the CMS Source Code.
- * HLP has placed in escrow all current Source Code for CMS with an authorized escrow Agent.
- * The Purchaser shall be entitled to claim a copy of the CMS Source Code under the terms and conditions set forth in the Chameleon/CMS Source Code Escrow Agreement.

VIII. LIMITED WARRANTY:

- * HLP is the owner of CMS and has the right to grant the Purchaser this license to use the same without violating any rights of any third party, and there is currently no actual or threatened suit by any such third party based on the alleged violation of such right by HLP.
- * HLP warrants that CMS will perform substantially in accordance with it's intended use.
- * If CMS does not perform as represented and can not be remedied within a reasonable time, HLP will refund the initial cost of this License only.
- * HLP does not warrant performance of CMS if it is modified by persons other than the staff of HLP.
- * HLP does not warrant that the execution of CMS will be uninterrupted or error free.
- * HLP does not warrant that other software programs or computer hardware will not interfere with it's execution.
- * HLP disclaims all other warranties, either expressed or implied.

IX. LIABILITY:

Under this agreement, HLP's liability for damages to the Purchaser resulting from the use of CMS shall not exceed the amount of the Purchaser's initial License. Under this agreement, HLP shall not be liable for any damages resulting from loss of data or use, lost profits or revenue, or any incidental or consequential damages.

X. TERMINATION:

HLP may terminate any License granted if Purchaser fails to observe this agreement, and such condition is not remedied within thirty days after written notice has been given Purchaser. Purchaser will then destroy all copies and adaptations of all versions of CMS and certify in writing that such has been done.

COPYRIGHTED AND NON NEGOTIABLE

Chameleon / Public Access Software License Agreement

This is a legal and binding agreement between the Purchaser and HLP, INC. ("HLP"). The request of the Purchaser for the Chameleon / PUBLIC ACCESS Software Package ("PUBLIC ACCESS") and License, and the acceptance of payment for such by HLP, is an acceptance of these terms and conditions. The PUBLIC ACCESS package is composed of ChamCam, Knowledge Rocket, Image Engine, WebChameleon, PaWWW, PetLink, the integrated hardware, and their media products.

I. GRANT OF LICENSE and USE :

HLP shall grant Purchaser this License for use of PUBLIC ACCESS at the time of payment. HLP grants no software licenses whatsoever, either explicitly or implicitly, except by full payment for the PUBLIC ACCESS Software. This license entitles the Purchaser the right to install PUBLIC ACCESS on a single Server unit to be used by any number of Client Workstations. Additional Clients require additional Licenses, except as stated under Terms and Restrictions. This License Agreement is with the designated Purchaser only. This Purchaser may not rent, lease, give, sell or in any way transmit any part of the PUBLIC ACCESS Software Package, or media products of this software, to an unauthorized, unlicensed entity. This is a limited, non-exclusive, non-transferable license to the use of PUBLIC ACCESS.

II. PAYMENT :

* Payment for PUBLIC ACCESS is defined as two parts:

1) Cost of initial License and 2) Support and Maintenance.

* The "Cost of initial License" is currently fixed at a published price and is a one time fee.

* The "Support and Maintenance" cost is figured by the size of the Purchaser's network, and this fee is billed monthly, quarterly, or annually. Each client workstation that uses PUBLIC ACCESS for daily operations pays the fixed fee. The total amount changes as the numbers of workstations change unless the Purchaser is paying for "unlimited" users. Annual increases in this fixed, published amount are limited to the "cost of living index".

* All of the above payment conditions must be met within 30 days of Invoice date in order for the Purchaser to hold a current, valid PUBLIC ACCESS License.

III. OWNERSHIP :

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* All modifications, additions, upgrades, and new versions provided for under Support and Maintenance are considered part of this title and subject to the conditions of this License.

* Purchaser hereby acknowledges HLP's copyright of PUBLIC ACCESS regardless of whether the copyright notice appears on PUBLIC ACCESS or whether it has been filed with the United States Copyright Office.

IV. TERMS and RESTRICTIONS :

* The Purchaser shall receive a executable copy of PUBLIC ACCESS Software and integrated hardware. The Purchaser may load, copy, or transmit PUBLIC ACCESS, or its media products, in whole or in part, only as is necessary for execution, backup, and hot standby.

* Purchaser may modify or merge PUBLIC ACCESS solely for execution by itself. Any part of this Software included in such adaptations will continue to be subject to this License.

* Purchaser agrees to maintain necessary internet links to allow for a consolidated search of shelter data.

* HLP agrees to maintain a neutral, commercial free internet site for the sole purpose of achieving a consolidated search. All 'hits' are immediately linked to the local Shelter home page.

* Images and data extracts created by PUBLIC ACCESS are intended for use by the Purchaser only. Transfer or sale of PUBLIC ACCESS images by the PURCHASER to other non-licenses entities for commercial purposes is forbidden.

* HLP shall bill the Purchaser a Support & Maintenance FEE periodically using the formula under "Payment". This bill is due and payable within thirty days of receipt.

* HLP reserves the right to revoke this License if the Support & Maintenance FEE becomes delinquent and is not remedied 30 days after notification in writing. The Purchaser shall then cease use of PUBLIC ACCESS.

* Purchaser agrees not to reverse engineer, decompile, or disassemble PUBLIC ACCESS.

* Purchaser agrees to protect HLP proprietary information. Information, including, but not limited to, all database schema, procedures, techniques, sounds, and images, may only be used by authorized, licensed entity.

V. MAINTENANCE :

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- * HLP warrants that PUBLIC ACCESS will perform substantially in accordance with it's intended use.
- * If PUBLIC ACCESS does not perform as represented and can not be remedied within a reasonable time, HLP will refund the initial cost of this License only.
- * HLP does not warrant performance of PUBLIC ACCESS if it is modified by persons other than the staff of HLP.
- * HLP does not warrant that the execution of PUBLIC ACCESS will be uninterrupted or error free.
- * HLP does not warrant that other software programs or computer hardware will not interfere with it's execution.
- * HLP disclaims all other warranties, either expressed or implied.

VIII. LIABILITY:

Under this agreement, HLP's liability for damages to the Purchaser resulting from the use of PUBLIC ACCESS shall not exceed the amount of the Purchaser's initial License. Under this agreement, HLP shall not be liable for any damages resulting from loss of data or use, lost profits or revenue, or any incidental or consequential damages.

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HLP may terminate any License granted if Purchaser fails to observe this agreement, and such condition is not remedied within thirty days after written notice has been given Purchaser. Purchaser will then destroy all copies and adaptations of all versions of PUBLIC ACCESS and certify in writing that such has been done.