CONTRACT
CHAMELEON SOFTWARE AND SERVICES

31255

THIS CONTRACT is being entered into this **21st day of July, 2009**, by and between
City of Long Beach, (hereafter "Client") and HLP, INC., (hereinafter, "HLP"), an Arizona Corporation, having its principal office at 2595 S. Lewis Way Ste B-124, Lakewood, CO 80227.

SECTION A – Agreement Form

This Contract consists of Sections A through F of this document and includes those Attachments or Exhibits listed in Section E. The subject matter of this Contract is the purchase of an integrated system of software, software licenses, and professional services in support of the activities of the City of Long Beach, Department of Health and Human Services, Animal Care Services Bureau. This Contract hereby incorporates the Terms and Conditions of "Chameleon/CMS Software License Agreement" (Attachment 1) and "Chameleon Public Access Software License Agreement" (Attachment 2).

SECTION B – Basic Terms

B-1 Contract Type

This Contract allows for the purchase of License Agreements attached, Annual Support and Maintenance, and Professional Services listed below.

B-2 Prices/Costs – Chameleon Software Licenses

(a) HLP shall provide the following Chameleon Software, as described below and in Paragraph C-2, and shall grant a license for its use:

Item No.	Description	Quantity	Unit Price	Total Price
Item 1	Chameleon/cms Software License	1 each	$12,000.00	$12,000.00
Item 2	Chameleon Public Access Software License	1 each	$9,800.00	$ N/C
Item 3	Chameleon ChamCam Imaging Package	1 each	$ 150.00	$ N/C
		Total Licensing Costs:		$12,000.00
		Sales Tax @ 9.25%		$ 1,110.00

(b) The prices stated above are one-time charges.

(c) Prices include shipping and handling and are FOB to Client site.

(d) Local Sales Tax at the time of shipping and invoicing will be added.

B-3 Prices/Costs – Annual Software Support/Maintenance

(a) HLP shall provide Annual Software Support and Maintenance for the Chameleon Software set forth in Paragraph B-2, for a one year period with option of yearly renewal as follows:

Item No.	Description	Quantity	Annual Price	Total Price
Item 4	Annual Server Support/Maintenance	1 each	$ 960.00	$ 960.00

| Item 5 | Annual Workstation Support/Maintenance | unlimited | $ 960.00 | $ 23,040.00 |
| Item 6 | Annual ChamCam Support/Maintenance | included on all licensed workstations | | |

| | Annual Sub-Total | $ 24,000.00 |
| | Sales Tax @ 9.25% | $ 2,220.00 |

(b) Annual Support and Maintenance shall commence upon Installation and remain in full force and effect until the Client for whatever reason chooses to no longer use the Chameleon Software Products. HLP may increase the prices up to three-percent (3%) per year for each option period, when substantiated by a recognized economic indicator and approved by the Client. HLP shall provide written notice of a proposed price increase to the Client at least sixty (60) days in advance of the beginning of an option period.

(c) Client can add additional workstations or products at anytime and will be invoiced according to the prices set forth at time of purchase.

B-4 Prices/Costs – Professional Services

(a) HLP shall provide Professional Services for the Client as follows:

Item No.	Description	Quantity	Unit Price	Total Price
Item 7	Chameleon Tuning & Training	5 Days	$900.00	$ 4,500.00
Item 8	Data Conversion	1 each	$12,000.00	$ 12,000.00
		Total Services Cost:		$ 16,500.00
		Sales Tax @ 9.25%		$ 1,526.25

(b) Compensation shall be all-inclusive and no additional charges (e.g. overtime, travel time, meals, lodging, etc.) shall apply.

(c) For purposes of this section, a "Day" shall be defined as eight (8) hour workdays for a single Trainer.

(d) Please refer to Attachment 3 for additional details for Data Conversion.

B-5 Performance Period/Delivery Schedule

(a) HLP shall schedule remote Installation, onsite Training Services, and Data Conversion services as soon as a Purchase Order is received. The Client may at that time select any available dates on the HLP calendar.

(b) HLP shall perform Annual Software Support and Maintenance (as described in C-3), beginning upon date of Software Installation.

B-6 Invoices

(a) HLP shall submit an invoice to the Client for the Chameleon Software Licenses (B-2) when shipped. HLP shall submit an invoice for Annual Software Support & Maintenance (B-3) upon installation of the software products. HLP shall submit an invoice for Professional Services (B-4) upon completion of services. Client must provide billing contact and address.

(b) These invoices may be combined or billed in part. Upon reconciliation of all errors, corrections, credits, and disputes, payment to HLP will be made within thirty (30) calendar days.

SECTION C – Statement of Work/Specification

C-1 General Requirements

(a) HLP shall provide Chameleon Software Products, Software Support and Maintenance, and Professional Services as listed in Section B.

(b) HLP shall help with the initial installation of the Chameleon Software products remotely through the internet. Software and system "tuning" if required will continue when the Training services are provided on-site.

(c) HLP shall grant software licenses for all Chameleon Software Products purchased under Paragraph B-2(a). The terms of the software licenses are governed by the general terms of this Contract and applicable Attachments as described in SECTION E – "List of Attachments/Exhibits."

C-2 Software

HLP shall provide the Chameleon / CMS Software set forth in Paragraph B-2, "Prices/Costs – Chameleon Software Licenses", and as described below:

(a) Chameleon / CMS – Functions of Software including, but not limited to: Financial Activities & Transactions, Field & Dispatch Activities, Staff Management, Licensing, Clinical Activities, Reporting Requirements, Kennel management, Donor Tracking, and other general Reporting and Record keeping Activities required by the animal services department.

(b) Chameleon Public Access – Functions of Software allowing general public to interface with shelter providing imaging and information through internet, public kiosk.

(c) ChamCam – Functions of Software allowing for specialized picture taking ability in the tracking and publication of Shelter animals. This is a component of Chameleon Public Access.

C-3 Chameleon Software Support and Maintenance

(a) HLP shall provide Software Support as set forth below:
  (i) System On-Line Help – Internet access to system support help files.
  (ii) Internet Web Site System Technical Support – Registered user access to receive mail, post messages, and upload and download data, and access training video.
  (iii) Technical Support Hotline – Telephone Support Monday through Friday, except federal holidays, between the hours of 9:00am EST and 5:00pm PST. Other hours available by pre-arrangement.
  (iv) "System to System" Technical Support – Direct, real-time support via internet.
  (v) In-Person Support – In the event that off-site or remote support fails to resolve the problem within Chameleon Software, HLP may provide in-person support at the discretion of HLP.

(b) HLP shall provide Software Maintenance as set forth below:
  (i) Diagnosis - Upon receipt of notification from the Client regarding an apparent error or problem with Chameleon Software, HLP will use commercially reasonable efforts to promptly investigate the issue. HLP staff will advise the Client that either the error does not exist in Chameleon Software, or confirm that one does exist and provide a solution or correction.
  (ii) Upgrades and New Versions – HLP shall provide the Client all new Upgrades and Versions of the Software and shall warrant them the same as all initial purchases.
  (iii) Corrections – HLP shall make Corrections in Software Code available to the Client as they become necessary and available. HLP shall make corrections in a timely manner, and as soon as possible upon the Client's as well as other Chameleon site's reporting of the need.

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C-4 Professional Services

HLP shall provide qualified personnel to assist the Client in the comprehensive training of Staff. HLP shall provide training as follows:
(a) Scope - HLP shall provide personnel as set forth in B-5 "Prices/Costs – Professional Services" for the purpose of operational training.
(b) Scheduling - HLP shall coordinate the scheduling of all training classes through HLP's staff and Client's Project Manager
(c) HLP provides a manual on CD as soon as a P.O. is received that will instruct the users how to begin entering test records into the software and support services are available through the means described in C-3(a). This will allow the users to practice and become acquainted with the software before the Trainer arrives and clears the database.
(d) Training shall be conducted at Client site.

C-5 Client Responsibilities

(a) The Client will provide working space, necessary network access, photocopier access, and telephone access (for Client related business only) for the HLP personnel working on Client property. The Client will provide site preparation, including all necessary hardware, network set-up, cable and power.

(b) The Client will provide information to HLP regarding network and workstation configurations in sufficient detail to allow HLP to provide Software support and maintenance to the Client.

(c) The Client will have all hardware and pre-requisite software (i.e. network, MS SQLServer, Crystal Reports Pro) installed and operational before the HLP Trainer arrives. If this is not accomplished and the trainer arrives as scheduled and is required to help set up the system, the time on site will be billed under Tuning and Training and paid as shown in B-4, item 7.

(d) Schedule staff and allow them time to see the application and enter test records before the trainer arrives.

SECTION D – General Clauses

D-1 Legal Notice

(a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, or (iii) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CLIENT: City of Long Beach, Animal Care Services   FAX 562-57-3053
John P. Keisler, Bureau Manager
7700 E. Spring Street
Long Beach, CA 90815

FOR HLP: HLP, Inc.   FAX 866-844-3924
Kristin Schiechl
2595 S. Lewis way B-124
Lakewood, CO 80227

(b) The parties shall provide written notification of any change in the information stated above.
(c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

SECTION E- Attachments

The following attachments and exhibits are hereby incorporated into this Contract

Identifier	Title
Attachment 1	"Chameleon / CMS Software License Agreement"
Attachment 2	"Chameleon Public Access Software Agreement"
Attachment 3	"Custom Data Conversion Services"
Attachment 4	"Network Requirements"

SECTION F- Signatures

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

HLP, INC.

Signature

By: Diane L. Hoover

Title: Vice President & CFO

Date: 08/05/09

CITY OF LONG BEACH: **EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.**

Signature   Assistant City Manager

By: Patrick H. West

Title: City Manager

Date: 7-27-09

Approved as to Form:

Signature

By: Linda Trang

Title: Deputy City Attorney

Date:

APPROVED AS TO FORM
July 20 , 20 09
ROBERT E. SHANNON, City Attorney

By
LINDA TRANG
DEPUTY CITY ATTORNEY

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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

Attachment 2

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, 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 witin 30 days of Invoice date in order for the Purchaser to hold a current, valid PUBLIC ACCESS License.

III.   OWNERSHIP :
* Title to PUBLIC ACCESS, and the media products from it, shall remain with HLP. The PUBLIC ACCESS product name, software, documentation, media products, and other material parts of the PUBLIC ACCESS package are owned by HLP and may not be reproduced in any form, except as stated under Terms and Restrictions. PUBLIC ACCESS Software, and its media products, 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 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 :
        HLP agrees to provide the following maintenance services:
* NEW VERSIONS: New Versions are major changes to the look or feel of PUBLIC ACCESS. 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 PUBLIC ACCESS.
* CORRECTIONS: Corrections in PUBLIC ACCESS 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 PUBLIC ACCESS 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.
* INTERNET WEB SITE: An internet site is available 24 hours and 7 days per week 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.   LIMITED WARRANTY:
* HLP is the owner of PUBLIC ACCESS 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 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.

IX.   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 PUBLIC ACCESS and certify in writing that such has been done.

Attachment 3

Custom Data Conversion Services

Mainframe Data to be converted:

LICENSE.TXT   →   Chameleon Person, Animal, Agency Group & Tag

KENXDSEQ.TXT   →   Person, Animal, Kennel

INCIDENT.TXT   →   Person, Animal, Activity

*(IMPOUND.TXT contains duplicate records of this file and will not be converted)

- After acceptance of the proposal, HLP will write the conversion programs and perform a conversion on the previously sent data. This will not be a full conversion and no data will be sent to the Shelter. It will only serve to shorten the "down time" required of the shelter. Approximately 2 weeks (or more depending on selected items) prior to implementation, the Shelter will resend their data to HLP. No data that is entered into the old system after that time will be converted. It is therefore recommended that the Shelter go "manual" for the downtime period.

- Data must be exported from EBCDIC format to an ASCII delimited format with packed fields expanded.

- All Person Records will be converted. Animal Records to be converted will be dependent upon which optional record conversions selected.

- HLP will run a duplicate person check, thus reducing duplicate people in the system. People with the same last name, first name, and phone number will be considered a duplicate and will be stored only once.

- Chameleon enforces uniqueness. Duplicate data will be deleted or "fudged".

- Every available effort will be made to ensure a place in Chameleon for all data elements. If not enough "extra" fields exist, the Shelter can decide which fields can be omitted. If no fields can be omitted, a memo record can be generated with the extra data. This can result in an extra charge to the Shelter.

- Only files referenced are to be converted. Files not itemized will not be converted.

Chameleon Software

NETWORK REQUIREMENTS

HARDWARE

Any network that runs Windows is acceptable. Suggested hardware if purchasing or upgrading:

Minimum hardware recommendations		
SERVER (1-20 users)	**SERVER** (21+ users)	**WORKSTATIONS**
Fastest processor 2 GB memory (2) 80 GB SATA Hard Drives RAID Controller (RAID 1) 100/1000 Network Card Backup System with software Microsoft Windows Server 2000 SQL Server Workgroup Edition	Fastest processor 3 GB memory (3) 73 GB SCSI Hard Drives SCSI RAID Controller (RAID 5) 100/1000 Network Card Backup System with software Microsoft Windows Server 2000 SQL Server Standard Edition	2GHz CPU or Better 512 MB memory 40 GB hard drive CD ROM 10/100/1000 Network Card Microsoft Windows 2000
HLP recommends purchasing hardware that is closest to "state-of-the-art" that the budget will allow. Please contact HLP for specific recommendations for your facility.	**OTHER** high speed internet access 100/1000 switch Network cables Printer(s) Kiosk Barcode scanner ID scanner Web cameras Digital cameras	**LAPTOPS** 1GHz CPU or Better 512 MB memory 40 GB hard drive CD ROM 10/100/1000 Network or WiFi Microsoft Windows 2000 Wireless Internet card

SOFTWARE

The Network requires basic systems software to run. HLP recommends the products noted in parenthesis.

Network Server	Runs your database and allows PCs to share files and other resources, and communicate with each other. (Microsoft Windows Server 2003 recommended)
Database Engine	Stores and manages all data entered. (Microsoft SQL Server 2000 or above recommended)
Report Writer	A tool for building custom reports and queries to produce charts, graphs, spreadsheets, and reports. (Crystal Reports by Business Objects required version X)
Chameleon Software Products	The front end animal management software, organizing data to fit any operations system require.