KERN COUNTY HUMAN SERVICES

Lito Morillo
Director

November 17, 2026

Board of Supervisors
Kern County Administrative Center
1115 Truxtun Avenue
Bakersfield, CA 93301

REQUEST TO APPROVE NON-STANDARD TERMS AND CONDITIONS WITH HALO SOFTWARE, LLC FOR THE SOLE SOURCE ANNUAL RENEWAL OF INFORMATION TECHNOLOGY SERVICE MANAGEMENT SOFTWARE
(Fiscal Impact: $84,240; $50,544 Federal; $20,218 State; $8,424 Realignment; $5,054 General Fund; Budgeted; Discretionary)

The Department of Human Services (DHS) requests your Board's approval of the non-standard terms and conditions with Halo Service Solutions for the annual renewal of Information Technology Service Management software and Sole Source acquisition of licenses from November 18, 2026, to November 17, 2027.

Halo Software, LLC (Halo) provides the ticketing system used by several groups across DHS, including Information and Communication Services (ICS), Facilities, CalSAWS Application Support and Data Analysis, CWS/CMS and CWS-CARES support, and Design and Print. DHS staff use Halo Information Technology Service Management (HaloITSM) to report technology and facility issues, request new reports, and submit large-scale printing and form-design requests. In the coming year, DHS expects to expand the system to manage onboarding, employee scheduling, access management, and employee record updates.

The proposed terms and conditions do not comply with Administrative Policy and Procedures Manual, Section 530. Accordingly, County Counsel is unable to approve these terms and conditions as to form due to (1) no standard insurance provisions, (2) inadequate indemnity provisions, (3) a limitation of liability, and (4) choice of law and venue in Washington State. Due to the aforementioned non-standard terms and large value of the Agreement and associated risks, County Counsel is unable to approve as to form.

The Kern County General Services Purchasing Manager has reviewed and approved the sole source justification. The County Administrative Office has reviewed and concurs with our recommendation.

Therefore, IT IS RECOMMENDED that your Board approve the proposed non-standard terms and conditions with Halo Service Solutions, for the Sole Source acquisition of HaloITSM licenses in an amount not to exceed $84,240 for a 12-month period beginning on the November 18, 2026, and authorize the Department to renew annual software.

Sincerely,

L. Morillo

Lito Morillo
Director

cc: CAO

Terms and Conditions

Halo Software LLC

Last updated: March 18, 2026

1. RELATIONSHIP, APPLICABILITY OF TERMS

(a)

These Terms and Conditions of Business, set out the terms and conditions on which HALO shall provide Services to the Customer, and on which Customer shall use the Services.

(b)

By using the Services, or by signing or accepting an Order Form, the Customer confirms that it accepts and agrees to be legally bound by all terms and conditions of this Agreement.

2. DEFINITIONS

For the purposes of this Agreement, the following definitions shall apply:

(a) Affiliate

“Affiliate” shall mean any entity that directly or indirectly controls, is controlled by, or is under common control with the subject party.

(b) Customer or You

“Customer" or “You” means the person, company or organisation that has ordered the Services or the Support Services.
Where an individual purchases Services or Support Services for business use, the Customer shall be that individual’s employer or the company on whose behalf the purchase is made (and Halo will assume that such individual has the authority to purchase on behalf of their employer or such company).
Where an entity or organisation purchases the Services or the Support Services for use by its employees, agents, Affiliates, employees of Affiliates and independent contractors, the Customer shall be that entity or organisation (and such entity or organisation shall be responsible for all use by its employees of the Services).

(c) Documentation

“Documentation” shall mean the user manual of the Services as well as any other materials and documentation provided by Halo as part of and/or defining the scope and functionality of the Services, as may be made available by Halo, at its sole discretion, and as may be

amended by Halo, from time to time, at its sole discretion – provided always that such amendments shall not have the intention or effect of limiting the scope, functionality or security of the Services.

(d) Halo

"Halo" means Halo Software LLC, a company incorporated in Wyoming and with its registered office address at 4152 Meridian St, STE 201, Bellingham, WA, 98264.

(e) Order Form

"Order Form" shall mean a purchase order or another mutually agreed upon document, whether in hard copy or electronic form, by which You may order subscription to the Services or to any other services of Halo that accompanies this Agreement and any other document referenced or incorporated into such Order Form, all as agreed and accepted in writing by Halo.

(f) Services

"Services" shall mean the web-based automated software as a service platform consisting of the features, tools and services, as detailed in the Order Form, to which You are granted with access by Halo under this Agreement, including any Updates thereto and Support Services.

(g) Software

"Software" means the online software-as-a-service solution(s) provided by Halo, including any Updates.

(h) Support Services

"Support Services" shall mean, collectively the following services that may be provided by Halo to its customers, at its sole discretion:
(i) the support for the correction of errors in the Services; and
(ii) provision of Updates to the Services.

Support Services are purchased and provided as a single service and cannot be purchased or provided independent of each other.

(i) Updates

"Update(s)" shall mean modifications, corrections, updates and enhancements to the Software or the Services that Halo, in its sole discretion, makes generally available as part of its Services or Support Services, from time to time, including those intended to correct an error in the Services, and that may or may not include additional features, level of performance and/or functionality for the Services.
Updates shall not materially reduce the scope, functionality, performance or security of the Services.

(j) Users

"User(s)" shall mean those individuals authorized by You or on Your behalf to use the Services up to the number allowed under the Order Form.

(k) Your Data

"Your Data" refers to the data provided by You that resides in Your Services environment, including, without limitation, Third Party Content (as defined herein), files, materials, data, text, audio, video, images or other content and information submitted by You and Your Users to the Services or generated through Your use of the Services.

3. GRANT OF RIGHTS

(a)

Subject to the full payment of the fees and subject to the terms and conditions set forth in this Agreement, upon Halo's acceptance of Your Order Form and for the Subscription Term, You are granted wit

a non-exclusive, non-assignable, royalty free, worldwide limited right to use the Services solely for Your internal business operations and subject to the terms of the Agreement.
You may allow Your Users to use the Services for this purpose and You are responsible for Your Users' compliance with this Agreement.

4. REGISTRATION

(a)

To obtain access to the Service, You must enrol an account with Halo in Your name to enable the access and use of it.
You are responsible for maintaining the confidentiality of Your user credentials and password.
It is strictly prohibited to share Your user credentials and password with any other person; it is Your sole responsibility to protect Your user credentials and password, and to refrain from sharing such with any other person.
You understand and agree that You are liable for any activity performed by any person accessing the Services using your user credentials and password.

5. LICENSE RESTRICTIONS

(a)

Except as required to enable you to enjoy the proper benefit from the use of the Services as contemplated by this Agreement, You may not, or permit anyone to:
(i) copy, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services or any software, documentation or data related to or provided with the Services;

(ii) translate, modify, make derivative work of, the Services or any of its components and/or outputs;
(iii) assign, sublicense, pledge, lease, rent, disclose, publish, sell, market, or share Your rights under this Agreement;
(iv) make the Services or materials resulting from the Services available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted in writing by Halo for the specific license or materials from the Services You have subscribed for);
(v) use the Services and/or its outputs unlawfully or in any manner not expressly authorized by this Agreement; or
(vi) access or use the Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to Halo.

(b)

You shall not knowingly or wilfully use the Services in any manner that could damage, disable, overburden, impair or otherwise interfere with Halo's provision of the Services.

(c)

The rights granted under this Agreement are limited to the number of Users specified in the Order Form.
Except as expressly provided herein, no part of the Services or Documentation may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means, except as required to enjoy the proper benefit from the use of the Services as contemplated by this Agreement, and You agree to make every reasonable effort to prevent unauthorized third parties from accessing the Services.

(d)

You will not delete or in any manner alter the copyright, trademark, or other proprietary rights notices of Halo, if any, appearing on or in the Services, screen outputs and prints generated with the Services as delivered to You.

6. THE CUSTOMER AGREES

During the term of this Agreement, the Customer Agrees:

(a)

To pay the subscription charges prescribed in each agreed Order Form in accordance with the terms and conditions of this Agreement. If at any time should the whole or any part thereof be in arrears then HALO shall be entitled to suspend all services hereunder until payment is made in full.

(b)

To notify HALO in a timely manner either by e-mail or verbally of any error, flaw, failure, or fault in the HALO software that produces an incorrect or unexpected result, or causes it to behave in unintended ways.

(c)

To pay HALO's Standard Charge (based on $250 per hour) on presentation of an invoice for:
(i) resolving issues originating as a result of the Customer requesting service in the event that the fault is either customer induced due to misuse or a programming error affected by the customer or his agent, or caused by an unsanctioned third-party integration;
(ii) any maintenance calls where service is requested and supplied outside Agreement hours defined in the Service Level Agreement

stated below; and
(iii) any additional services required by Customer and agreed to by Halo.

7. CUSTOMER OBLIGATIONS

(a)

You will be responsible for ensuring that Your use of the Services complies with all applicable laws, statutes, regulations and ordinances.

(b)

You will:
(i) be solely responsible for the nature, quality and accuracy of Your Data;
(ii) ensure that Your Data (including the storage or transmission thereof) complies with this Agreement and any and all applicable laws and regulations; and
(iii) promptly handle and resolve any notices and claims relating to Your Data, including any notices sent to You by any person claiming that any of Your Data violates any person's rights.

(c)

In order for Halo to provide You with certain Services, it is required that You will obtain an access to information and content of third parties (the "Third Party Content") that is required in connection with the Services.
Such sharing of access and/or disclosure of Third Party Content shall be at your own risk and responsibility, and You hereby represent and warrant to Halo that You have the right to include such Third Party Content in Your Data.

8. CONSENT TO USE OF DATA

(a)

You agree that Halo may collect, use, store and transmit electronic data relating to Your use of the Services, and that such collected data may identify Your computer (including the Internet Protocol Address), operating system, Services' usage, and the individual User.
Halo may use this information to improve its products and services and to recommend additional features provided by Halo to You and Your individual Users, provided that any such use and disclosure shall be made in a form that does not personally identify You and does not make any correlation between You and Your Data (except for the purpose of recommending additional features to You and Your individual Users).
Any personal data included in such data, and all other personal data provided to Halo and/or collected by Halo in connection with Your access to, and use of, the Services, are collected, used, stored and transmitted in accordance with Halo's Privacy Statement located at:
https://usehalo.com/privacy-policy
To the extent that anything in this Section conflicts with the terms of Halo's Privacy Statement, the terms of the Privacy Statement shall prevail.

9. HALO AGREES

During the term of this Agreement, Halo agrees:

(a)

To provide to the Customer:
(i) access to and use of the Services, as described in the Documentation;
(ii) access to the Documentation; and

(iii) Support Services,
each as set out in these Terms & Conditions and in accordance with the Service Level Agreement in Annex 1.

(b)

Not to materially reduce the scope, functionality, performance or security of the Services, except as explicitly provided for in this Agreement (e.g. in relation to its suspension rights).

(c)

At the request and expense of the Customer, to escalate the time frame of resolution of any error, flaw, failure, or fault in the Services that produces an incorrect or unexpected result, or causes it to behave in unintended ways.

(d)

Subject to the prior written agreement between the parties (including as to cost, time, location and content), to provide further detailed training of the Customer's servants, agents, contractors or third-party service providers, in the use and configuration of the Services.

10. SUSPENSION

(a)

To the extent and only for so long as Halo reasonably believes it to be necessary, Halo reserves the right to temporarily suspend Your access to the Services at any time, without incurring liability of any kind if:
(i) it identifies an attack on Your account, or any attempt to access or manipulate Your account by a third party without Your consent;
(ii) it reasonably believes suspension of the Services (or any part of it) is necessary to protect Halo's network or its other customers' use of the Services or to limit its or Your potential liability in the event of an

unlawful or suspected unlawful activity by any user of the Services (whether or not an authorised User) or any third party claim against Halo or You; or

(iii) it is required by law or by a regulatory or government body to suspend Your access to the Services (or any part of it).

Halo will use reasonable efforts to inform You of any suspension (including the reasoning), and to restore access, as soon as reasonably possible, but You acknowledge and accept that prior notice may not always be practicable.

(b)

Halo may, having previously advised the Customer, suspend its obligations under this Agreement for any period during which any amount owed by the Customer to Halo remains unpaid for more than 30 days.

11. WARRANTIES; DISCLAIMERS

(a) Limited Warranty

Halo warrants that the Services will perform in all material respects in accordance with the Documentation associated therewith.

(b) Remedies

Halo will use reasonable efforts to remedy any non-conformance in the Services which is reported to Halo pursuant to this clause 11.

Halo may at its discretion repair, replace or provide a reasonable work around to any such non-conforming or defective Services (without materially reducing the scope, functionality, performance or security of the Services), or it may offer to grant a credit to You in an amount as determined by Halo, at its sole discretion.

If such offer is not acceptable, or is not provided, and the non-conformity is not remedied, then You will have the right to terminate

this Agreement for breach pursuant to clause 16(d) below.

(c)

Any unauthorized modification of the Services, tampering with the Services, use of the Services inconsistent with the accompanying Documentation, or related breach of this Agreement voids the warranty.

(d) Disclaimer

EXCEPT AS SET OUT IN THIS AGREEMENT, HALO DOES NOT GUARANTEE THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT HALO WILL CORRECT ALL SERVICES ERRORS, OR THAT THE ALGORITHMS USED IN THE SERVICES WILL BE COMPLETE OR ACCURATE.

YOU ACKNOWLEDGE THAT HALO DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, THAT ARE NOT WITHIN ITS DIRECT CONTROL AND THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, INTERRUPTIONS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES.

HALO IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY HALO, ITS EMPLOYEES, DISTRIBUTORS, DEALERS OR AGENTS SHALL

INCREASE THE SCOPE OF THE ABOVE WARRANTIES OR CREATE ANY NEW WARRANTIES.
WHILE HALO MAKES REASONABLE EFFORTS TO ENSURE THAT YOU'RE YOUR DATA WILL BE SECURE, HALO DOES NOT GUARANTEE THAT THE SERVICES WILL BE FREE FROM LOSS, CORRUPTION, ATTACK, VIRUSES, "WORMS", "TROJAN HORSES" OR OTHER HARMFUL COMPONENTS, OR FROM INTERFERENCE, HACKING OR OTHER SECURITY INTRUSIONS.
YOU SHOULD BE SURE TO BACK UP YOUR OWN SYSTEM PERIODICALLY TO ENSURE THAT ALL OF YOUR DATA IS AVAILABLE TO YOU IN THE EVENT OF ANY LOSS OR DAMAGE.

(e) Third Party Content Disclaimer

Halo makes no guarantees concerning the accuracy, reliability, currency, or quality of the Third Party Content, including any content displayed through or while using the Services.
Halo shall not be liable for the performance of software and systems owned by any third parties or for services and information provided, maintained or controlled by third parties, including but not limited to compilations of such information and Third Party Content in the Services.

12. LIMITATION OF LIABILITY; INDEMNITY

(a)

Nothing in this Agreement shall exclude or restrict the liability of either party (the "Defaulting Party") to the other for:
(i) death or personal injury resulting from the negligent act of the Defaulting Party;
(ii) any fraudulent misrepresentation by the Defaulting Party;

(iii) any other liability to the extent that it cannot be limited or excluded by law; or
(iv) any amounts agreed to be paid by Customer to Halo for Services provided under this Agreement.

(b) Limitation of Liability

SUBJECT TO CLAUSE 12(a) AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND ARISING FROM THIS AGREEMENT, WHETHER RESULTING FROM TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, PRODUCT LIABILITY, OR OTHER FORM OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
EACH PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE FEES PAID TO HALO UNDER THIS AGREEMENT, IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE THE CAUSE OF ACTION AROSE.

(c) Indemnification by Halo

Subject to the provisions of this clause 12, in the event of any claim made, threatened or brought against Customer alleging that the intellectual property rights of a third party have been infringed by virtue of:
(i) Customer's use of the Services in accordance with the terms of this Agreement; or
(ii) Halo's use of any third party components,
(each a "Claim Against Customer")
Halo will defend Customer, and indemnify Customer against all costs, expenses (including attorney's fees and settlement costs), liabilities and damages that are actually and reasonably incurred or finally

awarded by a court of competent jurisdiction to be paid to any third party in respect of such Claim Against Customer.

(d) Resolving Claims

In the event of a Claim Against Customer, Halo shall have the right in its absolute discretion and at its own expense:
(i) to procure the right for the Customer to continue using the Services in accordance with the terms of this Agreement;
(ii) to make such alterations, modifications or adjustments to the Services so that they become non-infringing; or
(iii) to replace the Services with non-infringing services,
in each case provided that there is no material decrease in the scope or functionality of the Services.
If Halo is unable to resolve a Claim Against Customer by taking one of the actions under this clause 10.2, Customer shall have the right to terminate this Agreement upon repayment to the Customer of the Subscription Fee for Services paid for but not yet rendered as of the effective date of termination on a pro rata basis and, together with the indemnity granted above, such right shall be the Customer's sole and exclusive remedy under this Agreement in respect of any such Claim Against Customer.

(e)

The indemnity provided above shall not apply to the extent that any claim:
(a) does not cite the Services as the basis of the Claim; or
(b) arises as a result of or in connection with or attributable to:
(i) any configurations or modifications made to the Services by the Customer or on the Customer's behalf (other than by Halo);
(ii) the combination of the Services with any third party software, components, environment or platform not expressly permitted by

Halo; or
(iii) any other use of the Services in breach of this Agreement.

(f)

Subject to the provisions of this clause, in the event of any claim made, threatened or brought against Halo, attributable to the use of or access to the Services by the Customer other than in accordance with this Agreement (a "Claim Against Halo"), the Customer shall defend Halo and indemnify Halo against all costs, expenses (including attorney's fees and settlement costs), liabilities and damages, that are actually and reasonably incurred, or awarded by a court of competent jurisdiction to be paid to any third party, in respect of such Claim Against Halo.

(g)

The indemnity obligations in this clause do not apply unless the Indemnitee:
(i) promptly notifies the Indemnitor of the threat or notice of such a Claim, provided that failure to promptly notify will not affect the right to indemnification unless the Indemnitor is materially prejudiced by the late notice;
(ii) does not make any admission as to liability or compromise or agree any settlement of the Claim without the prior written consent of the Indemnitor (which shall not be unreasonably withheld or delayed), or otherwise prejudice Indemnitor or any other third party's defence of such Claim;
(iii) gives Indemnitor, or such person as Indemnitor shall direct, immediate and complete control of the conduct or settlement of all negotiations and litigation arising from the Claim; and
(iv) gives Indemnitor, and other third parties as Indemnitor shall direct, all reasonable assistance with the conduct or settlement of

any such negotiations or litigation.

(h)

The provisions of this clause set out the Indemnitee's exclusive remedy, and the Indemnitor's sole liability, in relation to any Claims referred to in this clause.

(i)

The warranties, disclaimers and limitations of liability set out in this Agreement allocate the risks associated with this Agreement between the parties.
This allocation is reflected in the pricing of the Services and is an essential element of the basis of the bargain between the parties.

13. INTELLECTUAL PROPERTY RIGHTS

(a) Halo Ownership

This Agreement gives You limited subscription to access and use the Services.
You acknowledge and agree that all right, title and interest, including, without limitation, all copyrights, trademarks, trade names, logos and service marks, trade secrets and know how patents, licenses, designs and algorithms, utility models, and all improvements thereto, and any other intellectual property rights, in and to, the Services and the Documentation (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the Services), are owned solely by Halo (or of its third party licensors).
All rights not specifically granted to You under this Agreement, including, without limitations, all copyrights, trademarks, trade names, logos and service marks, trade secrets and know how patents, licenses, designs and algorithms, utility models, and all

improvements thereto, and any other intellectual property rights are reserved by Halo and its licensors.

(b) Your Ownership

You reserve all rights in Your Data and Halo does not claim ownership of Your Data that is transmitted, stored, or processed as part of the Services.
Halo also does not control, verify, or endorse Your Data that You and others make available on the Services.
You warrant that:
(i) You have all the rights in Your Data necessary for the purpose of this Agreement and the use of the Services; and
(ii) the storage, use or transmission of Your Data through the Services as contemplated by this Agreement does not violate any law or this Agreement.

14. CONFIDENTIALITY

(a)

Each party (the “Disclosing Party”) may disclose to the other (the “Receiving Party”) certain confidential technical and business information which the Disclosing Party desires the Receiving Party to treat as confidential.

(b)

“Confidential Information” means any information disclosed by either party to the other party, either directly or indirectly, in writing, orally, electronically or by inspection of tangible objects (including without limitation documents, prototypes, equipment, technical data, trade secrets and know-how, product plans, Services, services, suppliers, customer lists and customer information, prices and costs, markets, software, databases, developments, inventions, processes, formulas,

technology, employee information, designs, drawings, engineering, hardware configuration information, marketing, licenses, finances, budgets and other business information), which is designated as “Confidential”, “Proprietary” or some similar designation at or prior to the time of disclosure, or which should otherwise reasonably be considered confidential by the Receiving Party.

(c)

Confidential Information may also include information disclosed to a Disclosing Party by third parties.

(d)

Confidential Information shall not, however, include any information which the Receiving Party can document:
(i) was publicly known and made generally available prior to the time of disclosure by the Disclosing Party or an authorized third party;
(ii) becomes publicly known and made generally available after disclosure through no action or inaction of the Receiving Party in violation of any obligation of confidentiality;
(iii) is already in the possession of the Receiving Party at the time of disclosure without any obligation of confidentiality;
(iv) is lawfully obtained by the Receiving Party from a third party without a breach of such third party’s obligations of confidentiality; or
(v) is independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information.

(e)

Receiving Party agrees:
(i) to take reasonable precautions to protect such Confidential Information;
(ii) not to use, copy or reproduce the other party’s Confidential Information for any purpose outside the scope of this Agreement;

(iii) not to divulge to any third person any such Confidential Information, except to those of its representatives who need to know the information for the purposes of this Agreement, provided that they inform such Representatives of the confidentiality provisions of this Agreement and, as soon as reasonably practicable, the confidential nature of the Confidential Information and at all times remain responsible for their representatives' compliance with the obligations of confidentiality set out in this Agreement, and liable for any loss or damage whatsoever caused by the failure of any of its Representatives to comply with the terms of this Agreement; and
(iv) to notify the other party if it suspects or becomes aware of any unauthorised copying, use or disclosure of the other party's Confidential Information in any form.

(f)

Each party retains all ownership rights in and to its Confidential Information.

(g)

Despite the provisions of this clause 14, neither party shall be restricted from disclosing the other party's Confidential Information or any part of it as may be required pursuant to a judicial or other lawful government order or otherwise by law, but only:
(i) to the minimum extent required to comply with such requirement; and
(ii) subject to the party obliged to comply with such requirement giving the other party as much notice of the terms of the order as may be legally permissible and reasonably practicable; and
(iii) provided that it makes reasonable efforts to ensure that the Confidential Information disclosed is handled in a confidential manner.

(h)

Nothing in this clause 14 shall prevent:
(i) Halo from disclosing the Software or the Documentation, and providing services similar to the Services, to any third party; or
(ii) the Customer from disclosing the Software or Documentation to such of its employees, sub-contractors, Affiliates, and advisors as is necessary for the Customer to be able to exercise its rights and comply with its obligations under this Agreement.

(i)

The obligations and restrictions in this clause 7 will survive for 3 years after the termination or expiry of this Agreement.

15. PAYMENT TERMS

(a)

Unless explicitly set forth in this Agreement, all fees and other amounts due under this Agreement are non-cancellable and non-refundable.

(b)

The fees and all other amounts due as specified in this Agreement and associated Order Form(s) and price lists are net amounts to be received by Halo, exclusive of all taxes, duties, and assessments, including without limitation all sales, property, import duty, withholding, excise, ad valorem, use taxes and other taxes based on the Services subscription provided under this Agreement (collectively, the “Taxes”), and are not subject to offset or reduction because of any Taxes incurred by You or otherwise due as a result of this Agreement.

(c)

All charges under this Agreement are subject to tax, where applicable.
An invoice will be sent to the Customer for all payments under this Agreement, with relevant taxes applied, where applicable.

(d)

Unless otherwise agreed to by the parties in writing, You shall pay all fees or amounts (together with any Taxes) within 30 days of the date of receipt of a valid and correct invoice.

(e)

Without prejudice to any other rights and remedies to which Halo may be entitled, a late fee shall be charged on any overdue amounts and any other fees and expenses not paid as provided under this Agreement at the rate of one percent (1%) per month, or the highest rate allowable under applicable law, whichever is less, commencing with the date payment was due.

16. DURATION OF THIS AGREEMENT; TERMINATION

(a)

This Agreement shall commence on the date of first provision of the Services, and shall continue for a period of twelve (12) consecutive months or such other period agreed between the parties in writing on the initial Order Form (the “Initial Term”).

(b)

At the end of the Initial Term, or any subsequent Renewal Term (as defined below), You may renew Your subscription to the Services (to the extent Halo still offers such Services to its customers at such time) for an additional term of twelve (12) consecutive months or such other period agreed to in writing on the relevant Order Form (the “Renewa

Term" and collectively with the Initial Term, shall be referred to as "Subscription Term"), provided that:
(i) You are current on all payments due to Halo, whether under this Agreement or under any other agreement with Halo; and
(ii) You pay Halo, or its Affiliate (as instructed by Halo, at its sole discretion), the renewal fee for the respective Renewal Term, according to Halo's then-current pricing or as otherwise agreed. Any such renewal shall be documented through an agreed Order Form.

(c)

The Agreement shall automatically renew unless notice is given by the Customer with a minimum of 30 days notice before the current subscription period ends.

(d)

If either party (the "Defaulting Party") has committed any breach of the Agreement, and has not remedied such breach within fourteen (14) days after notice to that effect from the other party (the "Affected Party"), this Agreement may be terminated by notice from the Affected Party to the Defaulting Party at their last known address.

(e)

If either party (the "Insolvent Party") shall be adjudged insolvent or bankrupt, or shall be unable to pay its debts as they fall due, or shall make assignment for the benefit of its creditors generally, or have a receiver appointed for it or for any of its property or assets, or if it shall discontinue or abandon or dispose of the whole or a substantial part of its business, or shall have a petition presented or a resolution passed for its winding up, or if a notice is issued convening a meeting for the purpose of passing any such resolution, the other party shall

have the right at any time thereafter to terminate this Agreement immediately by notice to the Insolvent Party.

17. VARIATION OF MAINTENANCE CHARGE

HALO SOFTWARE LLC may vary the subscription charge payable annually, but any such increase shall be limited to an increase of no more than five percent (5%) or the retail price index (RPI), whichever is the higher, provided that no such variation shall take effect earlier than one (1) year after the commencement of the term of this Agreement, or less than one (1) year after a preceding variation.

18. PROHIBITION OF ORAL VARIATIONS

(a)

No representation relating to, or in any way connected, with the HALO SOFTWARE LLC software shall be deemed to be made on behalf of HALO SOFTWARE LLC, nor shall any such representation bind HALO SOFTWARE LLC unless such representation is made in writing, and signed by a Director of HALO SOFTWARE LLC.

19. GENERALLY

(a)

This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

(b)

HALO's rights hereunder shall not be affected by granting of any time or indulgence to the Customer.

(c) Governing Law and Exclusive Jurisdiction

This Agreement shall be governed and construed in accordance with the laws of Washington State without regard to conflict of laws principles.

You agree to the exclusive jurisdiction of the WA courts for all disputes relating to or arising out of this Agreement, including issues relating to the Services.

(d) No Assignments

Neither party may sell, lease, assign, or otherwise transfer, this Agreement in whole or in part, or its rights or obligations under this Agreement without the express written consent of the other party, provided, however, that such consent shall not be unreasonably withheld in relation to the proposed assignment of this Agreement to any acquirer or Affiliate (as the case may be) in connection with a merger, acquisition, or sale of all or substantially all of the subject party's assets.

Subject to the foregoing, this Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

(e) Entire Agreement

This Agreement together with any agreed Order Form(s) constitutes the complete understanding between the parties, and replaces and supersedes all previous oral or written agreements, understandings, or arrangements between the parties.

In case of contradiction between the provisions of this Agreement and any other written agreement between the parties hereto (other than an Order Form), the provisions of this Agreement shall prevail, unless explicitly stated otherwise in a written agreement signed by both parties.

(f) Modifications

Halo Software LLC may amend this Agreement at any time by providing You a reasonable notice.
In such case, You shall have the sole responsibility to review such amended version of Agreement.
The amended terms and conditions of this Agreement shall bind You upon their effective date.
Halo shall not exercise this right to materially prejudice You, or to reduce its obligations or the scope, functionality or security of the Services.
If You do not agree to any changes to this Agreement, you must immediately cease use of the Services and Documentation and may terminate all subscriptions by giving written notice to Halo within 14 days of the effective date of the change.
Following such termination, Halo shall refund any amounts paid for Services paid for but not yet rendered for the period after the effective date of termination, on a pro rata basis.

(g) Unenforceable Terms

Unenforceable Terms shall not affect the Enforceability of the Remaining Terms.
Should any term of this Agreement be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof.

(h) Failure to Enforce Does Not Constitute Waiver

The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

(i) Matters Beyond Reasonable Control

If either party is unable to perform any obligation under this Agreement because of a matter beyond that party's reasonable control, such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes, act of terrorism or acts of local or central Government, or other competent authorities, or events beyond the reasonable control of that party's Suppliers, that party will have no liability to the other for that failure to perform.

(j) Anti-corruption

Each party shall:
(i) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption, including, but not limited to, the UK Bribery Act 2010;
(ii) have and maintain in place throughout the Subscription Period its own policies and procedures designed to ensure compliance with anti-bribery and anti-corruption laws, as appropriate; and
(iii) promptly report to the other party any request or demand for any undue financial or other advantage of any kind made or received by it in connection with the performance of this Agreement.

(k) Third Party Beneficiaries

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement, and nothing in this Agreement shall confer or purport to confer on any third party any benefit or any right to enforce any term of this Agreement.

(l) Notices

Any notice to be given under this Agreement shall be in writing. Notices shall be sent by post to the party’s registered office address from time to time or by email to any email address that may have been provided for such purpose.

For the purposes of this clause, “post” shall mean registered post with guaranteed next day delivery, for post within the UK only, or an overnight service from an internationally recognised courier service, for international post.

Any such notice or other document shall be deemed to have been served:

(i) if delivered by email – 24 hours after delivery; and

(ii) if sent by post – upon the expiration of two (2) Working Days after posting or collection by the courier.

(m) Survival

Any rights or remedies of Halo Software LLC respecting payment of fees by You and the provisions of Sections 1, 4, 5, 6, 9, 10, 11 and 13 shall survive the termination of this Agreement.

IT Service Management
Customer Service Management
Sales & Marketing
Managed Services

Platform Capabilities >

Healthcare
Law Firms

View All Use Cases >

Partners
Integrations
Compare Halo

Enterprise Package
ARR Milestones

Email address

By submitting, you are agreeing to our privacy policy.

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Terms & Conditions
Privacy Policy
Security
Trust Centre
GDPR

Accessibility
Modern Slavery Statement
Service Status

HALOITSM

Quotation For The Attention Of

Kern County Human Services

Thank you for your interest in HaloITSM. All prices quoted overleaf are valid for 30 days from the date of issue *(October 07, 2026),* exclude any taxes, where applicable.

Please let us know if you require any further assistance or information on the scope of the quotation provided.

Yours Sincerely,

Steven Meadows

General Manager, Americas

Quotation

Item	Cost	Quantity	Total
Named License (18-Nov-2026 to 17-Nov-2027 inclusive)	$936	50	$46,800
Concurrent License (18-Nov-2026 to 17-Nov-2027 inclusive)	$1,872	20	$37,440
Total Cost			**$84,240**

Terms

This quotation Is valid for 30 days only, excludes taxes, it is also subject to the terms and conditions displayed on our website under https://usehalo.com/terms-and-conditions/

Contact Us

+1 619 432 0470

Steven.Meadows@ImagineHalo.com