

The Purchasing Memo

Date: May 15, 2025

To: Governing Body, Finance Committee, and Public Works & Utilities Committee

From: Joshua Chandler, Contract Administrator

Via: Eric Candelaria, ITT Department Director 
EC

Subject: HaloITSM software

Vendor Name: Shi International

Munis Vendor Number: 4178

ITEM AND ISSUE:

Request for Approval of a Five (5) Year Agreement Based on the Software Value Added Reseller (SVAR) Statewide Price Agreement for the HaloITSM Software with Shi International in the Total Amount of \$147,310.54. (Eric Candelaria, ITT Department Director; edcandelaria@santafenm.gov)

BACKGROUND AND SUMMARY:

Following a comprehensive evaluation of our current Help Desk Ticketing system implemented in 2021, the City of Santa Fe has identified significant limitations that hinder our service management capabilities. The existing platform lacks intuitive interface design and fails to align with ITIL4 framework standards, constraining our ability to mature essential service management processes.

After conducting thorough due diligence, the Information Technology and Telecommunications (ITT) Department has selected Halo ITSM as our preferred solution, to be procured through SHI International. This strategic investment will enable the implementation of robust service desk automation, eliminating the requirement for routine human-agent interaction while streamlining support processes.

The adoption of Halo ITSM will facilitate simplified employee workflows, enhance operational efficiency, deliver measurable return on investment, and significantly elevate our customer service standards. This technological upgrade represents a critical step in our ongoing commitment to service excellence.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: SPECPROJ – 325

Munis Org Name/Number: ITT ERP – 3253950

Munis Object Name/Number: SVC CNTR – 510310

Budget Officer / Designee: Andy Hopkins Date: 05/22/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-129, Statewide Price Agreement NM Statewide Price Agreement (SWPA) # 10-00000-20-00054AF which expires on April 24, 2027.

Chief Procurement Officer (CPO) / Designee: JoAnn Lovato Montano Date: 05/22/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☒ Yes | ☐ No

Approval: 
Eric Candelaria (May 18, 2025 01:40 MDT) Title: _____ Date: _____

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ Yes | ☒ No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

ATTACHMENTS:

General Services Agreement

NM Statewide Price Agreement #10-00000-20-00054AF

HaloITSM Quote

Certificate of Insurance

W9

**CITY OF SANTA FE
GENERAL SERVICES CONTRACT**

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the “City,” and **SHI International Corp.** herein after referred to as the “Contractor.”

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Contract and the price for each. Product and service descriptions may be amended with the prior approval of the Contract Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. “ITIL” means Information Technology Infrastructure Library.

D. “ITSM” means Information Technology Service Management.

2. **Scope of Work**

A. The Contractor shall perform the following work:

B. Provide a comprehensive IT Service Management platform to streamline the City's IT operations, enhance service delivery, and improve ITIL-aligned processes across all municipal departments.

C. Deliver installation and configuration of the Halo ITSM platform, integration with existing City of Santa Fe ITT infrastructure, and data migration from current system.

D. Implementation of ITIL-aligned workflows for incident management/tracking, service request handling, change management procedures, and problem management processes.

E. Admin-level training for IT staff, end-user training for municipal employees, and development of custom documentation.

F. Support and maintenance through 24/7 technical support, regular platform updates, and quarterly system review and optimization.

G. Deliver fully functional HaloITSM platform tailored to the City of Santa Fe’s requirements, customized ITIL-aligned process documentation, training materials and knowledge base, system integration documentation, and post-implementation support plan.

3. Compensation.

Compensation Schedule. The City shall pay to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit A.

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$147,310.54.

Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

C. **Retainage.** Not Applicable – The Parties agree there is no retainage.

D. **Performance Bond.** Not Applicable. The Parties agree there is no Performance Bond.

5. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **five (5) years from date of final signature.** The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of ten (10) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

6. Default and Force Majeure

The City reserves the right to cancel all, or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. Termination

A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor, or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

B. Notice: City Opportunity to Cure.

1) The City shall give the Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall: (i) identify all the City's material breaches of this Contract upon which the termination is based; and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective: (i) if the City does not cure all material breaches within the thirty (30) day notice period; or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor: (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 17, "Appropriations", of this Contract.

C. Liability. Except as otherwise expressly allowed or provided under this Contract, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Contract. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS CONTRACT.*

8. **Amendment**

A. This Contract shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City because of this Contract. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of the City.

11. **Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

12. **Non-Collusion**

In signing this Contract, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. The contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Contract, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Contract and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

The terms of this Contract, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the legislature, this Contract, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether

sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

18. **Release**

The Contractor, upon final payment of the amount due under this Contract, releases the City, its officers, and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the City.

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Contract; Merger**

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

Statewide/Existing Agreements 13-1-129: This Contract is issued against the state or agency Statewide Price Agreement, established and maintained by the State of New Mexico General Services Department, Software Value Added Reseller (SVAR) # 10-00000-20-00054AF, and through this language hereby incorporates this agreement by reference and is included in the order of precedence.

23. **Notice**

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the

jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Contract or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Contract has been procured pursuant to a request for proposals, this Contract is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Contract in reverse chronological order; (2) the Contract, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Contract requires. The City has the right to inspect and test all services contemplated under this Contract to the extent

practicable at all times and places during the term of the Contract. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Contract, the City may require the Contractor to re-perform the services in conformity with the requirements of this Contract at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Contract; and
- (2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Contract, the City may:

- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
- (2) terminate the contract for default.

33. **Insurance**

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the City as additional insured.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Broader Coverage and Limits.** The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

34. **Impracticality of Performance**

A party shall be excused from performance under this Contract for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided

that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

36. **Enforcement of Contract**

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Contract infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Contract, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

- 1) give the Contractor prompt written notice within 48 hours of any claim;
- 2) allow the Contractor to control the defense of settlement of the claim; and
- 3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- 1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
- 2) replace or modify the product or service so that it becomes non-infringing; or,
- 3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Contract paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Contract. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Contract shall survive this Contract.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Contract. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Contract. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Contract pursuant to the conditions set forth in Paragraph 7 of this Contract.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Contract. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Contract.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City:

Eric Candelaria, Director of ITT
edcandelaria@santafenm.gov
City of Santa Fe ITT Department
Mouton Hall, 1600 St Michaels Dr Building 24
Santa Fe, New Mexico 87505

To the Contractor:

Reid Benson
Reid.Benson@imaginehalo.com
Shi International (HaloITSM)
4152 Meridian Street, Suite 201
Bellingham, WA 98226

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor:

Reid Benson
Reid.Benson@imaginehalo.com
SHI International Corp. (HaloITSM)
4152 Meridian Street, Suite 201
Bellingham, WA 98226

42. **Succession**

This Contract shall extend to and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:

Mark Scott
Mark Scott (May 29, 2025 17:24 MDT)

MARK SCOTT, CITY MANAGER

DATE: 05/29/2025

Reid Benson
Reid Benson (May 14, 2025 12:32 PDT)

REID BENSON, ACCOUNT EXECUTIVE

DATE: 05/14/2025

NMBTIN#: 22-3009648

ATTEST:

Andréa Salazar
ANDREA SALAZAR (Jun 2, 2025 10:23 MDT)

ANDRÉA SALAZAR, CITY CLERK *AS*

CITY ATTORNEY'S OFFICE:

Frank B. Rydzinski
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
EMILY OSTER, FINANCE DIRECTOR



State of New Mexico General Services Department

Statewide Price Agreement Cover Page

Awarded Vendor:**0000010388****SHI International Corp.****290 Davidson Ave.****Somerset, NJ 08873****Contact: Tim Oakeley****Email: Tim_Oakeley@SHI.com****Telephone No.: (505) 350-3852**Price Agreement Number: **10-00000-20-00054AF**Payment Terms: **Net 30**F.O.B.: **Destination**Delivery: **As Requested****Ship To:****All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public
bodies allowed by law.**Procurement Specialist: **Vanessa LeBlanc** *VL*Telephone No.: **(505) 629-9525**Email: **Vanessa.LeBlanc@state.nm.us****Invoice:****As Requested**Title: **Software Value Added Reseller (SVAR)**Term: **September 6, 2022 – April 24, 2027**

This Statewide Price Agreement is made subject to the “terms and conditions” as indicated on the attached Participating Addendum.

NASPO ValuePoint Link: <https://www.naspovaluepoint.org/portfolio/software-value-added-reseller-svar/shi/>

Purchasing Division: 1100 St. Francis Drive, Santa Fe, NM 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

JD

NASPO ValuePoint
PARTICIPATING ADDENDUM



**SOFTWARE VALUE ADDED RESELLER (SVAR)
 LED BY THE STATE OF ARIZONA**

Master Agreement #: CTR060028
 Contractor: **SHI**
 Participating Entity: **STATE OF NEW MEXICO**
 New Mexico Statewide Price Agreement #: 10-00000-20-00054AF

This Participating Addendum is entered into by Contractor and Participating Entity (collectively, the "Parties").

Scope and Participation:

1. Scope:

☒ This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above.

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

2. Participation: This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of Arizona and Contractor for Software Value Added Reseller (SVAR). This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Term:

☐ This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

☒ This Participating Addendum shall become effective as of the date of the last signature below and shall terminate on April 24, 2027, unless terminated sooner or otherwise amended in accordance with the terms set forth herein. Notwithstanding the previous, in no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

4. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:

CONTRACTOR:

Name:	Tim Oakeley – SHI
Address:	300 Davidson Ave, Somerset, New Jersey 08873
Telephone:	(505) 350-3852
Email:	Tim_Oakeley@SHI.com

NASPO ValuePoint
PARTICIPATING ADDENDUM



**SOFTWARE VALUE ADDED RESELLER (SVAR)
 LED BY THE STATE OF ARIZONA**

PARTICIPATING ENTITY:

Name:	Mark Hayden, State Purchasing Director, State Purchasing Division
Address:	1100 St. Francis Dr., Room 2016, Santa Fe, NM 87505
Telephone:	(505) 827-0472
Email:	mark.hayden@state.nm.us
Name:	Mark Hayden, State Purchasing Director, State Purchasing Division

Participating Entity Modifications and Additions to the Master Agreement

☐ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor.

☒ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

5. Taxes:

The Contractor shall be reimbursed by the Participating State for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE PARTICIPATING STATE.** The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Participating State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

6. Retainage:

Reserved

7. Performance Bond:

Reserved

8. Term:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE NEW MEXICO STATE PURCHASING AGENT, IF REQUIRED. This Agreement shall begin on

NASPO ValuePoint
PARTICIPATING ADDENDUM



**SOFTWARE VALUE ADDED RESELLER (SVAR)
 LED BY THE STATE OF ARIZONA**

a date approved by the New Mexico State Purchasing Agent, if the New Mexico State Purchasing Agent has signed this Agreement, and end on April 24, 2027. The Participating State reserves the right to renew the contract on an annual basis by mutual Agreement not to exceed a total of 10 years in accordance with NMSA 1978 §13-1-150. Notwithstanding the previous in no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

9. Termination:

A. Grounds. The Participating State may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Participating State's uncured, material breach of this Agreement.

B. Notice; Participating State Opportunity to Cure.

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Participating State shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Participating State written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Participating State's material breaches of this Agreement upon which the termination is based and (ii) state what the Participating State must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Participating State does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Participating State does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to provide the Goods or perform the Services contracted for, as determined by the Participating State; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the New Mexico State Purchasing Agent; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Participating State's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either Party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PARTICIPATING STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

10. Appropriations:

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Participating State to the Contractor. The Participating State's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Participating State proposes an amendment to the Agreement to unilaterally reduce funding, the

NASPO ValuePoint
PARTICIPATING ADDENDUM



**SOFTWARE VALUE ADDED RESELLER (SVAR)
 LED BY THE STATE OF ARIZONA**

Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

11. Status of Contractor:

The Contractor and its agents and employees are independent contractors providing Goods and/or performing professional or general services for the Participating State and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. Conflict of Interest; Governmental Conduct Act:

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

- 1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Participating State employee while such employee was or is employed by the Participating State and participating directly or indirectly in the Participating State's contracting process;
- 2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the Participating State; (ii) the Contractor is not a member of the family of a public officer or employee of the Participating State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the Participating State, a member of the family of a public officer or employee of the Participating State, or a business in which a public officer or employee of the Participating State or the family of a public officer or employee of the Participating State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;
- 3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the Participating State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the Participating State whose official act, while in the Participating State's employment, directly resulted in the Participating State's making this Agreement;
- 4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or

NASPO ValuePoint
PARTICIPATING ADDENDUM



**SOFTWARE VALUE ADDED RESELLER (SVAR)
 LED BY THE STATE OF ARIZONA**

a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Participating State.

C. Contractor's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Participating State relied when this Agreement was entered into by the Parties. Contractor shall provide immediate written notice to the Participating State if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Participating State and notwithstanding anything in the Agreement to the contrary, the Participating State may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Agreement.

13. Amendment:

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the Parties hereto and all other required signatories.

B. If the Participating State proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in the Terminations Clause of this Agreement, or to agree to the reduced funding.

14. Merger:

This Agreement incorporates all the Agreements, covenants and understandings between the Parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law:

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance:

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In

NASPO ValuePoint
PARTICIPATING ADDENDUM



**SOFTWARE VALUE ADDED RESELLER (SVAR)
LED BY THE STATE OF ARIZONA**

accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Workers Compensation:

The Contractor agrees to comply with the Participating State's laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Participating State.

18. Applicable Law:

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

19. Records and Financial Audit:

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Participating State, including the New Mexico Department of Finance and Administration and the New Mexico State Auditor. The Participating State shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Participating State to recover excessive or illegal payments.

20. Invalid Term or Condition:

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

21. Enforcement of Agreement:

A Party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that Party's right thereafter to demand strict compliance with that or any other provision. No waiver by a Party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a Party of any of its rights shall be effective to waive any other rights.

22. Non-Collusion:

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the Participating State.

23. Notices:

NASPO ValuePoint
PARTICIPATING ADDENDUM



**SOFTWARE VALUE ADDED RESELLER (SVAR)
 LED BY THE STATE OF ARIZONA**

Any notice required to be given to either Party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Participating State:

Name:	Mark Hayden, State Purchasing Director, State Purchasing Division
Address:	1100 St. Francis Dr., Room 2016, Santa Fe, NM 87505
Telephone:	(505) 827-0472
Email:	mark.hayden@state.nm.us

To the Contractor:

Name:	SHI
Address:	300 Davidson Ave, Somerset, New Jersey 08873
Telephone:	(505) 350-3852
Contact:	Tim Oakeley
Email:	Tim_Oakeley@SHI.com

24. Succession:

This Agreement shall extend to and be binding upon the successors and assigns of the Parties.

25. Headings:

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

26. Default/Breach:

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the Purchasing Entity and the State of New Mexico may procure the Goods or Services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the Purchasing Entity and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity.

27. Equitable Remedies:

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the Participating State irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Participating State, and the Contractor consents to the Participating State's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Participating State's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the Participating State may have under applicable law, including, but not limited to, monetary damages.

28. New Mexico Employees Health Coverage:

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the

NASPO ValuePoint
PARTICIPATING ADDENDUM



**SOFTWARE VALUE ADDED RESELLER (SVAR)
 LED BY THE STATE OF ARIZONA**

Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the Participating State exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the Participating State.

C. Contractor agrees to advise all employees of the availability of Participating State's publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <https://bewellnm.com>.

29. Indemnification:

The Contractor shall defend, indemnify and hold harmless the Purchasing Entity and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than ten (10) days after it receives notice thereof, notify the legal counsel of the Participating State and the Risk Management Division of the New Mexico General Services Department by certified mail.

30. Default and Force Majeure:

The Purchasing Entity reserves the right to cancel all or any part of any Orders placed under this Agreement without cost to the Purchasing Entity, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the Participating State and/or the Purchasing Entity due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the Order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the Participating State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the Participating State provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

31. Assignment:

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Participating State. Notwithstanding the foregoing, Contractor may assign this Agreement and its rights, interests, liabilities and obligations thereunder to a successor pursuant to a merger, consolidation or sale of all or substantially all its assets upon written approval by the Participating State.

32. Subcontracting:

NASPO ValuePoint
PARTICIPATING ADDENDUM



**SOFTWARE VALUE ADDED RESELLER (SVAR)
 LED BY THE STATE OF ARIZONA**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Participating State. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Participating State.

33. Inspection of Plant:

The Participating State may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this Agreement.

34. Commercial Warranty:

The Contractor agrees that the Goods and/or Services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such Goods and/or Services, and that the rights and remedies provided herein shall extend to the Participating State and are in addition to and do not limit any rights afforded to the Participating State by any other Clause of this Agreement or order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

35. Condition of Proposed Items:

Where Goods are a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified in the Participating Addendum.

36. Release:

Final payment of the amounts due under this Agreement shall operate as a release of the Participating State, its officers and employees and Procuring Entity from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

37. Confidentiality:

Any Confidential Information provided to the Contractor by the Participating State or, developed by the Contractor based on information provided by the Participating State in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Participating State. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Participating State within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the Participating State will result in direct, special and incidental damages.

38. Contractor Personnel:

A. **Key Personnel.** Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the Participating State. Key personnel are those individuals considered by the Participating State to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

Tim Oakeley, New Mexico Public Sector Account Executive, Tim_Oakeley@shi.com, 505-350-3852
 Will Carbajal, District Sales Manager, Southwest, William_Carbajal@shi.com, 480-250-6292
 Amelia Jakubczyk, Capture and Strategy, Gov West, Amelia_Jakubczyk@shi.com, 303-882-8012

NASPO ValuePoint
PARTICIPATING ADDENDUM



**SOFTWARE VALUE ADDED RESELLER (SVAR)
 LED BY THE STATE OF ARIZONA**

Darron Gross, VP Public Sector Sales, West, Darron_Gross@shi.com
 Denise Collison, Sr. VP Public Sector Sales, Denise_Collison@shi.com

B. **Personnel Changes.** Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Participating State. For all personnel, the Participating State reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Agreement is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to the Participating State's approval. The Participating State, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Agreement. The Contractor shall also make interim arrangements to assure that the Agreement progress is not affected by the loss of personnel. The Participating State reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the Participating State, meeting the Participating State's expectations.

39. Incorporation by Reference and Precedence:

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) this Participating Addendum; (2) the Master Lease Agreement, if applicable; and (3) the NASPO ValuePoint Master Agreement.

40. Inspection:

If this Agreement is for the purchase of Goods, final inspection and acceptance shall be made at Destination. Goods rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection, subject to Contractor's Return Policy found at www.shi.com/returnpolicy, and shall not be allowable as billable items for payment.

41. Inspection of Services:

If this Agreement is for the purchase of services, the following terms shall apply.

- A. Services, as used in this Clause, include services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the Participating State covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Participating State during the term of performance of this Agreement and for as long thereafter as the Agreement requires.
- C. The Participating State has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The Participating State shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
- D. If the Participating State performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

NASPO ValuePoint
PARTICIPATING ADDENDUM



**SOFTWARE VALUE ADDED RESELLER (SVAR)
 LED BY THE STATE OF ARIZONA**

- E. If any part of the services do not conform with the requirements of this Agreement, the Participating State may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the Participating State may:
- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
 - (2) reduce the Agreement price to reflect the reduced value of the services performed.
- F. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the Participating State may:
- (1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the Participating State that is directly related to the performance of such service; or
 - (2) terminate the Agreement for default.

THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

42. Insurance:

If the Services contemplated under this Agreement will be performed on or in Participating State facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the State of New Mexico, General Services Department or other party to this Agreement as additional insured.

- A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.
- B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this Agreement). Limits shall not be less than the following:
 - a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
 - b. Property damage or combined single limit coverage: \$1,000,000.
 - c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
 - d. Umbrella: \$1,000,000.
- C. Contractor shall maintain the above insurance for the term of this Agreement and name the State of New Mexico, General Services Department or other party to this Agreement as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

43. Arbitration:

Any controversy or claim arising between the Parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 *et seq.*

44. New Mexico Administration Reporting:

All contracts and Purchase Orders arising out of this agreement shall be deemed to include an Administrative Fee assessment at the rate of **one percent (1.00 %)** for the gross total sales and other revenues (including commissions and fees charged). This assessment shall apply to all New Mexico state agencies

NASPO ValuePoint
PARTICIPATING ADDENDUM



**SOFTWARE VALUE ADDED RESELLER (SVAR)
 LED BY THE STATE OF ARIZONA**

and local public bodies. "Gross total sales" means any invoiced amount less any applicable state and local taxes. The Contractor agrees to provide a utilization report on all sales/or services and other revenues (including commissions charged) and fees to the agreement administrator in accordance with the following schedule:

Quarter:	Period Ending:	Report Due Date:
First	September 30	October 30
Second	December 31	January 31
Third	March 31	April 30
Fourth	June 30	July 31

The sales report shall include the gross total sales and other revenues including commissions charged for the period subtotaled by Procuring Agency or local public body name. Even if the Contractor experiences zero sales during the quarter, a report shall still be submitted. Reports and Administrative Fee shall be due no later than thirty (30) days following the end of the quarter. Only submit one payment and one report for each quarter, do not combine payments or reports.

Sample Reports can be found at:

<http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors>

Email completed reports to: GSD.QuarterlyUsageR@state.nm.us

For questions regarding the Administrative Fees and Quarterly Sales Reports contact the Compliance Officer Amber Sanchez at Amber.Sanchez2@state.nm.us or (505) 469-2679 or (505) 795-4512

45. Fees:

The Contractor agrees to remit an administrative reporting fee payable by check to the State Purchasing Division for an amount equal to **one percent (1.00 %)** of the total sales and other revenues, less interchange and merchant fees, derived from the New Mexico state agencies and local public bodies. The Contractor shall indicate the contract number **10-00000-20-00054AF** and include the remittance check with the quarterly sales report.

Remit Checks to: State Purchasing Division
 1100 St. Francis Drive, Room 2016
 PO Box 6850
 Santa Fe, NM 87505
 Attn: Compliance Officer

46. Lease Agreements:

Reserved

47. Subcontractors:

All Contractors, Authorized Dealers, and resellers authorized in the State of New Mexico, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in this Participating Addendum and the aforementioned Master Agreement.

48. Orders:

NASPO ValuePoint
PARTICIPATING ADDENDUM



**SOFTWARE VALUE ADDED RESELLER (SVAR)
 LED BY THE STATE OF ARIZONA**

Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to the order.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

PARTICIPATING ENTITY

CONTRACTOR

Signature: <i>Valerie Paulk</i> X This is signed on behalf of the State Purchasing Agent	Signature: DocuSigned by: <i>Kristina Mann</i> EA418E789F09404...
Name: Valerie Paulk	Name: Kristina Mann
Title: State Purchasing Agent	Title: Senior Manager-Contracts
Date: 9/2/2022	Date: 9/2/2022

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.

Certificate Of Completion

Envelope Id: F41D6FF290554E81B92068691C6B5D42

Status: Completed

Subject: Please Sign: 10-00000-20-00054AF Software Var PA

Source Envelope:

Document Pages: 14

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 2

Vanessa LeBlanc

AutoNav: Enabled

13 Bataan Blvd

Enveloped Stamping: Enabled

Santa Fe, NM 87508

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Vanessa.LeBlanc@state.nm.us

IP Address: 98.60.102.6

Record Tracking

Status: Original

Holder: Vanessa LeBlanc

Location: DocuSign

9/2/2022 3:37:52 PM

Vanessa.LeBlanc@state.nm.us

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: GSD

Location: DocuSign

Signer Events**Signature****Timestamp**

Travis Dutton- Leyda



Sent: 9/2/2022 3:41:56 PM

Travis.Dutton-Leyda@state.nm.us

Viewed: 9/2/2022 4:02:34 PM

IT & Construction Bureau Chief

Signed: 9/2/2022 4:02:41 PM

New Mexico General Services, State Purchasing
Division

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Vanessa LeBlanc



Sent: 9/2/2022 4:02:42 PM

vanessa.leblanc@state.nm.us

Viewed: 9/2/2022 4:08:55 PM

New Mexico General Services

Signed: 9/2/2022 4:09:00 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 98.60.102.6

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 6/2/2020 7:02:26 AM

ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4

Valerie Paulk



Sent: 9/2/2022 4:09:01 PM

valerie.paulk@state.nm.us

Viewed: 9/2/2022 4:09:40 PM

Signed of Behalf of State Purchasing Agent

Signed: 9/2/2022 4:10:10 PM

New Mexico General Services

Signature Adoption: Pre-selected Style

Signing Group: 35000 - State Purchasing Agent

Using IP Address: 67.0.254.210

Security Level: Email, Account Authentication
(None)

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 5/29/2020 9:40:59 AM

ID: f12ca6d0-7cba-4de4-b58f-8180244887ff

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp**

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/2/2022 3:41:56 PM
Certified Delivered	Security Checked	9/2/2022 4:09:40 PM
Signing Complete	Security Checked	9/2/2022 4:10:10 PM
Completed	Security Checked	9/2/2022 4:10:10 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: GSD.SPInfo@state.nm.us

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to GSD.SPDinfo@state.nm.us and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

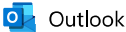
<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.



Re: SHI resell HALO and Freshservice ITSM Applications

From Suzanna Montoya <Suzanna_Montoya@SHI.com>
Date Wed 12/4/2024 4:02 PM
To CONTRERAS, FAUSTINO R. <frcontreras@santafenm.gov>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Great so then yes we can provide quotes on their behalf!

Get [Outlook for iOS](#)

From: CONTRERAS, FAUSTINO R. <frcontreras@santafenm.gov>
Sent: Wednesday, December 4, 2024 2:30:35 PM
To: Suzanna Montoya <Suzanna_Montoya@SHI.com>
Subject: RE: SHI resell HALO and Freshservice ITSM Applications

External Sender: Use caution with links/attachments.

Hello Ma'am,
Looks like it is under Halo Service Solutions.

is haloitsm under halo service solutions



All Images Videos News Shopping Forums Web More Tools

AI Overview

Yes, "HaloITSM" is a software product offered by the company "Halo Service Solutions", meaning HaloITSM falls under the umbrella of Halo Service Solutions; it's their primary IT Service Management (ITSM) solution.

Key points about this relationship:

- **Software name:** HaloITSM
- **Company name:** Halo Service Solutions
- **Function:** HaloITSM is a software platform for managing IT services provided by Halo Service Solutions.

Show more

Thanks
Faustino Contreras
Project Manager, Information Technology & Telecommunications
Mouton Hall, Midtown
505-955-5584
frcontreras@santafenm.gov



From: Suzanna Montoya <Suzanna_Montoya@SHI.com>
Sent: Wednesday, December 4, 2024 1:32 PM
To: CONTRERAS, FAUSTINO R. <frcontreras@santafenm.gov>
Subject: RE: SHI resell HALO and Freshservice ITSM Applications

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Here is what I show that are approved vendors:

Halo Service Solutions
Halo Branded Solutions
Halo Tree Inc
Halo Technology Bidco



From: CONTRERAS, FAUSTINO R. <frcontreras@santafenm.gov>
Sent: Wednesday, December 4, 2024 9:23 AM
To: Suzanna Montoya <Suzanna_Montoya@SHI.com>
Subject: RE: SHI resell HALO and Freshservice ITSM Applications

External Sender: Use caution with links/attachments.

HalolTSM

From: Suzanna Montoya <Suzanna_Montoya@SHI.com>
Sent: Wednesday, December 4, 2024 9:22 AM
To: CONTRERAS, FAUSTINO R. <frcontreras@santafenm.gov>
Subject: RE: SHI resell HALO and Freshservice ITSM Applications

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Faustino!

We have several Halo corps in our system what is the full company name?

Yes to Freshservice as well.

We support the largest amount of vendors in the hardware, software and professional services space and we also can onboard new vendors.

Hope this helps!



From: CONTRERAS, FAUSTINO R. <frcontreras@santafenm.gov>
Sent: Wednesday, December 4, 2024 9:17 AM
To: Suzanna Montoya <Suzanna_Montoya@SHI.com>
Subject: SHI resell HALO and Freshservice ITSM Applications

External Sender: Use caution with links/attachments.

Good Morning Ma'am,
Can SHI resell Halo and Freshservice ITSM applications?

Thanks

Faustino Contreras
Project Manager, Information Technology & Telecommunications
Mouton Hall, Midtown – 505 955-5584
frcontreras@santafenm.gov



PROPOSAL

Terms and Conditions of Business



Order Form

CUSTOMER INFORMATION		ACCOUNTS BILLING INFORMATION	
Company Name:		Accounts Contact Name:	
Contact Name: Contact Number/email:		Accounts Email Address:	
Company Address:		Accounts Billing Address:	
Website:		Purchase Order Number:	

ORDER DETAILS					
Item Code	Qty	Description	Price	Other	Amount
HAITSMLIC	24	Year 1: Named agent licenses at \$80 per agent, per month.	\$80 per agent, per month.	N/A	\$23,040
HAITSMLIC	24	Year 2: Named agent licenses at \$84 per agent, per month.	\$84 per agent, per month.	N/A	\$24,192
HAITSMLIC	24	Year 3: Named agent licenses at \$88.20 per agent, per month.	\$88.20 per agent, per month.	N/A	\$25,401.60
HAITSMLIC	24	Year 4: Named agent licenses at \$92.61 per agent, per month.	\$92.61 per agent, per month.	N/A	\$26,671.68
HAITSMLIC	24	Year 5: Named agent licenses at \$97.20 per agent, per month.	\$97.20 per agent, per month.	N/A	\$28,005.26
HAPSB	1	Year 1 – one off cost. Standard implementation bundle.	\$20,000	N/A	\$20,000

TOTAL	Year 1: \$43,040 + Tax
--------------	---------------------------

ADDITIONAL COMMENTS
Please note, it is Halo Software LLC's preference to onboard all new HaloITSM clients via one of our Third-Party Halo Certified Implementation Partners.

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” 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” 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); or (b) 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” 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” means Halo Service Solutions Ltd, a company incorporated in Scotland with company number SC216980 and with its registered office address at 86 Eastburn Tower Eastburn Drive, Falkirk, Scotland, FK1 1TX.
- (e) “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” 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” means the online software-as-a-service solution(s) provided by Halo, including any Updates.
- (h) “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) “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) “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” 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 with 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) or 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 HALOs Standard Charge (based on £99 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://haloitsm.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 any 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) MONTHS 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 clause 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 Indemnatee (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 Indemnatee'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: (a) You have all the rights in Your Data necessary for the purpose of this Agreement and the use of the Services and, (b) 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 "Renewal 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 SERVICE SOLUTIONS 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 SERVICE SOLUTIONS software shall be deemed to be made on behalf of HALO SERVICE SOLUTIONS, nor shall any such representation bind HALO SERVICE SOLUTIONS unless such representation is made in writing, and signed by a Director of HALO SERVICE SOLUTIONS.

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 the United States of America without regard to conflict of laws principles. You agree to the exclusive jurisdiction of the US 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 Service Solutions Ltd 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) **Any notice to be given under this Agreement shall be in writing.** Notices for 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: if delivered by email - 24 hours after delivery; and 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 Service Solutions Ltd 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.

ANNEX 1 – SERVICE LEVEL AGREEMENT

1. SERVICE LEVEL AGREEMENT

HALO will provide support for the Services in accordance with the following Service Level Agreement terms. Any variations required by the Customer must be agreed, in writing, by both parties prior to an order being placed.

2. NUMBER OF HOURS COVERED

- (a) The “Working Week” is Monday through until Friday for the fifty-two (52) weeks in the civil Calendar year.
- (b) The “Working Week” does not include Bank (Public) Holidays.
- (c) The “Working Day” for all US Customers is 24 hours a day. Our “Working Day” for our International Customers will be confirmed upon request.

3. SUPPORT PROCEDURE

- (a) To receive support for an issue, **a ticket must be raised** within our database, a ticket number received by you from HALO, and all subsequent communications to reference this ticket number in accordance with the Support Procedure detailed below.
- (b) To raise a ticket via our HALO Customer Support portal, logins must be requested from the HALO Support team. This portal access allows tracking of tickets progress also.
- (c) You will receive a ticket number from our database, for you to track progress, and quote when contacting us.
- (d) If no ticket number is received, please assume that HALO are unaware of the issue.
- (e) If your issue requires urgent assistance, please telephone our Support Team.
- (f) In the unlikely event of no answer, please leave a voicemail when prompted, and our team will call you back.
- (g) To track progress on a ticket, please ensure to update via the web portal, or e-mail with the original ticket number in the subject line as detailed in the Acknowledgement e-mail. Creating duplicate calls will only slow down progress on all tickets.
- (h) For our team to remote in, please go to Help > Request Remote Assistance, or www.haloism.com/remote, run the file and provide the ID number to your HALO representative.
- (i) For additional licences, support and upgrades renewal enquiries, additional professional service and other general enquiries, please telephone our Sales Team.

4. LEVELS OF SUPPORT

HALO provides three levels of support to the Customer on all issues relating to HALO Services, that are not requested changes to the software’s functionality at the time of purchase.

These three levels of support are:

FIRST (1ST) LEVEL SUPPORT

- (a) 1st Level Support calls will usually cover basic setup and functionality of the software, can be submitted via telephone, e-mail or web portal, and aim to be resolved within 1 business day.
- (b) Initial 1st level of support is provided in the following formats:
 - Detailed Main HALO Guide.
 - The Main Guide broken out into Mini Guides.
 - Informative videos.
 - Detailed Help File within the Help Desk Software.
 - Access to HALO’s Knowledge Base via Support Web Portal.
- (c) Additional 1st level of support includes a telephone call to our Support Team, where our team will undertake an immediate effort to resolve your issue by telephone and/or remote support.
- (d) All calls, regardless if resolved by 1st Level Support or not, will be logged in our database, and a ticket number issued, as detailed above.
- (e) If your call cannot be resolved by 1st Level Support, it will be escalated to second (2ND) Level Support.

SECOND (2ND) LEVEL SUPPORT

- (f) 2nd Level Support calls will usually cover advanced functionality of the software; can be submitted via telephone, e-mail or web portal, and aim to be resolved within ten (10) business days.
- (g) The 2nd Level of Support is provided beyond the support provided by 1st Level Support detailed above, up to the support provided by 3rd level support detailed below.
- (h) All calls that cannot be resolved immediately by 1st Level Support will be escalated to 2nd Level Support.
- (i) Where necessary, 2nd Level Support will engage the assistance of third (3rd) level Support to resolve incidents as quickly as possible.
- (j) If your call cannot be resolved by 2nd Level Support, your call will be escalated to 3rd Level Support.

THIRD (3RD) LEVEL SUPPORT

- (k) Third (3rd) Level Support calls usually will cover changes to the coding of the software, can be submitted via telephone, e-mail or web portal, and aim to be resolved within 1 calendar month.
- (l) The 3rd Level of Support is provided beyond the support provided by 1st and 2nd Level Support detailed above.
- (m) All calls that cannot be resolved by 2nd Level Support will be escalated to 3rd Level Support.

5. RESPONSE TIMES

- (a) We aim to initially respond to E-mail and Web Portal submitted support calls within eight (8) working hours.
- (b) We aim to answer telephone support calls within 4 minutes.
- (c) However, if telephone support calls are not answered, a voicemail message can be left, and all messages will be responded to as soon as possible.

6. PRIORITY ONE ISSUES

- (a) In the unlikely event of an issue with a significant impact to the ability to use the Services, these issues are classed as Priority One (1) issues, and dealt with immediately upon being reported to the HALO Support Team.
- (b) These issues must be raised by telephone, and a ticket number obtained immediately.
- (c) P1 issues remain P1 until dealt with, and no longer significantly impacts the ability to use the Services.

7. EXCLUSIONS

- (a) We only support the Services, its components and features.
- (b) Any additional support with 3rd party applications, including Microsoft products, is not provided as a standard part of the Agreement offered by us.
- (c) Additional support outside of the Agreement may be available at our discretion, and will be chargeable under this Service Level Agreement.

8. CHARGEABLE

- (a) Support covers Telephone and Remote support only for the HALO Services.
- (b) Support on 3rd party products and modifications would be chargeable to you.
- (c) Additional Professional Services are available to you, including but not limited to, On-Site Implementation & Customisation, On-Site Training, Data Migration, and Third-Party Application Integration, and are chargeable to you.
- (d) Professional Services may be delivered by our in house team of consultants or outsourced to a Certified Partner dependant on timescales and scope.
- (e) No chargeable work will be carried out by us for you, until we are in receipt of a Purchase order, or monies in full.

9. COMPLAINTS

- (a) All complaints of service must be submitted in writing to HALO SERVICE SOLUTIONS, including Ticket Numbers, times and dates relevant to the ticket(s) in question and contact details of main point of contact that will be dealing with the complaint for you.

- (b) HALO SERVICE SOLUTIONS will investigate and aim to respond to your complaints within 10 business working days.
- (c) All complaints are aimed to be resolved within 30 calendar days to the satisfaction of both parties.

10. COMPENSATION
- (a) No monetary reimbursements of costs will be provided for support during the period following purchase.

COMMENCEMENT DATE OF AGREEMENT:

As an authorised representative of the Customer, I agree that the above document will be adhered to.

Signature:

Individual's Name:

Job Title:

Business Name:

Date:

As an authorised representative of HALO SERVICE SOLUTIONS, I agree that the above document will be adhered to.

Signature:

Individual's Name:

Job Title:

Business Name:

Date:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 250 Pehle Avenue, Suite 400 Saddle Brook NJ 07663		CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS: jennifer.juarez@marshmma.com		
INSURED SHI International Corp. 290 Davidson Avenue Somerset NJ 08873		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Valley Forge Insurance Company		20508
		INSURER B : National Fire Insurance Co of Hartford		20478
		INSURER C : Continental Insurance Company		35289
		INSURER D : American Casualty Company of Reading PA		20427
		INSURER E : Continental Insurance Co of NJ		42625
		INSURER F : National Union Fire Ins Co PittsburghPA		19445

COVERAGES**CERTIFICATE NUMBER:** 1734229683**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6050250197	9/30/2024	9/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6050291509	9/30/2024	9/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6081819517	9/30/2024	9/30/2025	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	WC650251110	9/30/2024	9/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E F	Errors & Omissions/Cyber Liab Crime			596831142 035894346	9/30/2024 4/4/2024	9/30/2025 4/4/2025	\$6,000,000 Occ/Agg \$5,000,000/\$300,000dt claims made/no ret

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER**CANCELLATION**

SHI International Corp
290 Davidson Ave
Somerset NJ 08873

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 250 Pehle Avenue, Suite 400 Saddle Brook NJ 07663	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS: jennifer.juarez@marshmma.com
INSURED SHI International Corp. 290 Davidson Avenue Somerset NJ 08873	INSURER(S) AFFORDING COVERAGE INSURER A: Valley Forge Insurance Company INSURER B: National Fire Insurance Co of Hartford INSURER C: Continental Insurance Company INSURER D: American Casualty Company of Reading PA INSURER E: Continental Insurance Co of NJ INSURER F: Vantage Risk Specialty Insurance Compan

COVERAGES**CERTIFICATE NUMBER:** 1782167190**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			6050250197	9/30/2024	9/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6050291509	9/30/2024	9/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6081819517	9/30/2024	9/30/2025	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	WC650251110	9/30/2024	9/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E F	Error & Omission/Cyber Excess Cyber			596831142 P03CY0000044461	9/30/2024 9/30/2024	9/30/2025 9/30/2025	\$6,000,000 Occ/Agg \$4,000,000 claims md/no retro claims md/no retro

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER**CANCELLATION**SHI International Corp
290 Davidson Ave
Somerset NJ 08873

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) SHI International Corp.	
2 Business name/disregarded entity name, if different from above.	
3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
5 Address (number, street, and apt. or suite no.). See instructions. 290 Davidson Avenue	Requester's name and address (optional)
6 City, state, and ZIP code Somerset, NJ 08873	
7 List account number(s) here (optional)	

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
(Applies to accounts maintained outside the United States.)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
2	2	-	3	0	0	9	6	4	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 1/13/2025
------------------	--	-----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they










Shi International HaloITSM Packet for ITT Department 1

Final Audit Report

2025-05-29

Created:	2025-05-22
By:	RACHEL GABALDON (rdgabaldon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0BLwarM09JbU25R2kqpw0HUK2TTarPD

"Shi International HaloITSM Packet for ITT Department 1" History

-  Document created by RACHEL GABALDON (rdgabaldon@santafenm.gov)
2025-05-22 - 3:15:30 PM GMT- IP address: 63.232.20.2
-  Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov
ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
2025-05-22 - 3:17:14 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-05-22 - 4:34:57 PM GMT- IP address: 104.47.64.254
-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-05-22 - 4:36:29 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda
(tkduttonleyda@santafenm.gov) for signature. One of them to sign
2025-05-22 - 4:36:32 PM GMT
-  Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2025-05-22 - 4:36:37 PM GMT- IP address: 20.159.64.138
-  Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)
Signature Date: 2025-05-22 - 10:24:47 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-05-22 - 10:24:49 PM GMT
-  Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2025-05-23 - 5:42:57 PM GMT- IP address: 104.47.65.254



Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2025-05-29 - 9:07:28 PM GMT - Time Source: server- IP address: 63.232.20.2



Document emailed to Mark Scott (mscott@santafenm.gov) for signature

2025-05-29 - 9:07:31 PM GMT



Email viewed by Mark Scott (mscott@santafenm.gov)

2025-05-29 - 11:23:32 PM GMT- IP address: 104.47.64.254



Document e-signed by Mark Scott (mscott@santafenm.gov)

Signature Date: 2025-05-29 - 11:24:54 PM GMT - Time Source: server- IP address: 63.232.20.2



Agreement completed.

2025-05-29 - 11:24:54 PM GMT

Signature: 

Email: xivigil@santafenm.gov