

Renewal Agreement - Software Maintenance Agreement - 3 year

Prepared For

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City of Stockton Police Department

Prepared By

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This is a Renewal of the Software Maintenance Agreement dated April 16, 2025 ("Renewal") and is made and entered into effective as of the date that the last party to sign this R e n e w al has executed the same (as indicated by the date entered by such party with its signature below) (the "Renewal Effective Date"), by and between Naviant, LLC (hereinafter referred to as "Naviant") and City of Stockton Police Department (hereinafter referred to as "Customer").

RECITALS:

WHEREAS, Naviant and Customer wish to enter into this Renewal to set forth their mutual understanding in connection with the agreed upon renewal period and special pricing for the renewal period payable by Customer to Naviant as set forth herein;

WHEREAS, Customer and Naviant entered into Standard Terms and Conditions dated July 20, 2022, whereby Customer agreed to abide by the provisions set forth in the SLA Provisions, PMA Provisions, as well as Vendor Maintenance, if applicable, as those terms are referenced in the Software Maintenance Agreement, and for which those terms will continue to apply except as specifically noted below.

NOW, THEREFORE, the parties mutually agree as follows:

RENEWAL TERM: The original Software Maintenance Agreement term is hereby renewed for a three-year renewal term commencing on August 1, 2025 and ending on July 31, 2028.

PRICING FOR RENEWAL TERM: Provided Customer is in compliance with the terms of the Standard Terms and Conditions dated July 20, 2022, Naviant has agreed to invoice Customer and Customer shall pay the following Software Maintenance Agreement Fees for each such one-year maintenance periods, which represents a locked 7.5% increase in pricing:

RENEWAL TERM	PRICING	TOTAL
08/01/2025 - 07/31/2026	OnBase Maintenance: \$26,499.40 OnBase Subscription: \$6,708.00 SLA: \$13,065.09	\$46,272.49
08/01/2026 - 07/31/2027	OnBase Maintenance: \$28,486.85 OnBase Subscription: \$7,211.10 SLA: \$14,044.97	\$49,742.92
08/01/2027 - 07/31/2028	OnBase Maintenance: \$30,623.36 OnBase Subscription: \$7,751.93 SLA: \$15,098.34	\$53,473.63

The aforementioned pricing is contingent upon a three-year maintenance renewal commitment for the stated Renewal Term. Any additions made to Customer's OnBase system or subscription agreements are not included in the maintenance pricing above. Pricing is based on a Hyland OnBase system as it exists as of the Renewal Effective Date and is subject to change with additional purchases or changes. Any applicable Extended Support Fee (ESF) is not included in the pricing. ESF will be charged by Hyland as applicable at the time of annual billing. Pricing does not include hardware maintenance and they are subject to annual renewals.

PERMISSION TO ISSUE INVOICE: Customer acknowledges and agrees that, as of the Renewal Effective Date, Naviant is permitted to invoice Customer for the matters described herein and as more particularly set forth in this Renewal.

OTHER TERMS UNAFFECTED: All terms, provisions and obligations of the parties contained in the Software Maintenance Agreement, as well as the Standard Terms and Conditions, not specifically modified herein shall remain in full force and effect.

SIGNATURE PAGE

CUSTOMER NAME City of Stockton Police Department		
PROJECT CONTACT		
BILLING ADDRESS (only required for New Customers)	SHIPPING ADDRESS	
ATTENTION	ATTENTION	
SPECIAL INSTRUCTIONS		
PURCHASE ORDER (PO) REQUIREMENT Is a PO Required by Customer? Is a PO Required by Customer?		

This Renewal Agreement represents the final description and scope of the agreement between the parties. Any previous drafts of this agreement or previous documents used to evaluate this project are not part of this agreement. Naviant will not be obligated to accept any agreement which has not been signed and returned by Customer to Naviant within thirty (30) days from the date on this Renewal Agreement.

This Renewal Agreement has been prepared in accordance with Naviant's understanding of Customer requirements based on the information provided by Customer to Naviant. Therefore, it is understood and agreed that any additional hardware, software, professional services, and maintenance requests above and beyond the original scope of this Agreement will be billed in addition to those listed in this Agreement.

If a PO is required, the PO number must be inserted above upon Customer's execution of this Agreement. Any terms and conditions appearing in any PO shall have no effect unless agreed to in writing by both parties hereof.

Upon signed acceptance, please return the entire document to "Attention: Naviant Sales Support" via email or fax at purchasing@naviant.com or 608-848-0901. Acceptance creates a binding contract.

CUSTOMER	NAVIANT, LLC
NAME:	NAME:
TITLE:	TITLE:
SIGNATURE:	SIGNATURE:
DATE:	DATE:

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