



## AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc., a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and the City of Billings, at P.O. Box 1178, Billings, MT 59103-1178 ("Client").

WHEREAS, Tyler and the Client are parties to a Software License Agreement with an effective date of June 30, 1993 (the "Agreement");

WHEREAS, Tyler and Client now desire to amend the Agreement as provided herein;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The items set forth in the Amendment Investment Summary attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the Amendment Effective Date; prorated for the period commencing on such date and ending coterminous with the maintenance and support term as set forth in the Agreement. Payment of fees and costs for such items are as follows:
  - a. SaaS Fees, to include Third Party SaaS fees identified in the Investment Summary, shall be invoiced on the Amendment Effective Date, prorated for the time period commencing on such date and ending concurrently with the Client's annual maintenance and support term under the Agreement. Subsequent SaaS fees will be invoiced annually in advance at Tyler's and/or Third Party's then-current rates.
  - b. Additional Implementation and other professional services (including training and Third Party) are billed and invoiced upon completion, at the rates set forth in the Amendment Investment Summary.
2. On the Amendment Effective Date the following items are dropped from the Agreement:
  - MSP Fire Records Base
  - MSP Fire Records- NFIRS Reporting
  - Data Analysis and Mapping (Fire)
  - Data Mart (Fire)
3. The Client shall no longer be required to pay annual maintenance and support fees for the above items as of the Amendment Effective Date. Client will receive a credit for any prepaid but unused maintenance and support fees for the dropped items listed above. Such credit shall be applied to the fees due for the items added per this Amendment.
4. Without limiting the terms in the Agreement, you understand and agree that the Tyler Software set forth in the Investment Summary as subscription or software as a service ("SaaS") do not include perpetual rights. If you do not pay the required annual fee in accordance with the Invoicing and Payment Policy, your right to use the applicable Software will be suspended unless and until payment in full has been

made. Tyler Software provided as SaaS is subject to the Tyler SaaS Services Terms and Service Level Agreement found here: <https://www.tylertech.com/terms/tyler-saas-services>.

5. Tyler hereby grants to Client a license to use the software identified in Exhibit 1 in accordance with the terms and conditions of the Emergency Networking EULA available at <https://www.tylertech.com/terms/emergency-networking-terms-of-use>. By signing this Amendment, or accessing, installing or using Emergency Network services, you agree that you have read, understood and agree to such terms.
  
6. Twilio Acceptable Use Policy and Terms of Service. Your use of the Tyler Software may include functionality provided by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at <http://www.twilio.com/legal/aup>, and to applicable provisions found in the current Twilio Terms of Service, available at <https://www.twilio.com/legal/tos>. By signing a Tyler Agreement or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy or Terms of Service. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.
  
7. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
  
8. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date of signature of the last party to sign as indicated below.

Tyler Technologies, Inc.

City of Billings, MT

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**Exhibit 1**  
**Amendment Investment Summary**

The following Amendment Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date.

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Quoted By:  
 Quote Expiration:  
 Quote Name:

Terri Minter  
 9/30/25  
 Fire Solutions Proposal wo ePCR  
 (revised May 28 2025)

**Sales Quotation For:**

City of Billings  
 PO Box 1178  
 Billings MT 59103-1178  
 Phone: +1 (406) 657-8387

**Annual / SaaS**

Description	Quantity	Fee	Discount	Annual
Fire Prevention Mobile				
Fire Prevention Mobile				
Inspector Mobile Basic	1	\$ 3,000	\$ 0	\$ 3,000
Product Integration FPM-CAD & Fire Field Mobile	1	\$ 0	\$ 0	\$ 0
Product Integration - FPM and Emergency Networking	1	\$ 0	\$ 0	\$ 0
<b>TOTAL</b>				<b>\$ 3,000</b>

**Services**

Description	Quantity	Unit Price	Discount	Total
Enterprise Public Safety				
Emergency Networking Project Management	1	\$ 1,920	\$ 0	\$ 1,920
Emergency Networking CAD Export Installation Fee	1	\$ 310	\$ 0	\$ 310
Fire Prevention Mobile				

Setup & Configuration Services - Inspector Mobile Basic	3	\$ 200	\$ 0	\$ 600
User Training Videos and Job Aids - Inspector Mobile Basic	1	\$ 0	\$ 0	\$ 0
MSP to FPM dataload	5	\$ 200	\$ 0	\$ 1,000
<b>TOTAL</b>				<b>\$ 3,830</b>

**Third-Party Hardware, Software and Services**

Description	Quantity	Unit Price	Discount	Total	Total Annual
<b>Enterprise Public Safety</b>					
<b>Annual</b>					
EN - Fire Suite	1	\$ 24,040	\$ 0	\$ 0	\$ 24,040
EN - Investigations	1	\$ 3,000	\$ 0	\$ 0	\$ 3,000
EN - Scheduling Interface	1	\$ 1,000	\$ 0	\$ 0	\$ 1,000
<b>Services</b>					
EN - Data Import - Fire Suite - Excluding Training & Nemsis	1	\$ 5,000	\$ 0	\$ 5,000	\$ 0
EN - Fire Suite Implementation (Includes NERIS)	1	\$ 750	\$ 0	\$ 750	\$ 0
EN - Investigations Implementation	1	\$ 500	\$ 0	\$ 500	\$ 0
EN - Online Web Training (10) Hours	2	\$ 1,000	\$ 0	\$ 2,000	\$ 0
<b>TOTAL</b>				<b>\$ 8,250</b>	<b>\$ 28,040</b>

**Summary**

**One Time Fees**

**Recurring Fees**

Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 3,000
Total Tyler Services	\$ 3,830	\$ 0
Total Third-Party Hardware, Software, Services	\$ 8,250	\$ 28,040
<b>Summary Total</b>	<b>\$ 12,080</b>	<b>\$ 31,040</b>

### **Assumptions**

For additional information, please visit <https://empower.tylertech.com/enterprise-public-safety-specifications.html>

“Setup & Configuration Services – Inspector Mobile Basic” does not include Occupancy data conversion. Data conversion is sold separately.