



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. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Bel Aire, Kansas, with offices at 7651 East Central Park Avenue, Bel Aire, Kansas 67226-7600 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated December 29, 2023 ("Agreement");

WHEREAS, Client signed Tyler sales quotation #2025-533484-Q2C7Q5 on May 6, 2025 (the "Order");

WHEREAS, the Order was intended to replace the previous Tyler Payments pricing added as Schedule 1 of Exhibit A to the Agreement pursuant to the amendment between the parties dated August 22, 2024; and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement to reflect the replacement of the Tyler Payments pricing as indicated herein.

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

1. As of June 3, 2025, Schedule 1 of Exhibit A to the Agreement is hereby replaced in its entirety with the Order. Accordingly, the Order is hereby made the new Schedule 1 of Exhibit A to the Agreement, as indicated in Amendment Exhibit 1 attached hereto.
2. All other Tyler Payments pricing under the Agreement shall remain unchanged by this Amendment.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

This Amendment was approved and passed by the Governing Body of the City of Bel Aire, Kansas on the 3rd day of June, 2025.

Tyler Technologies, Inc.

City of Bel Aire, Kansas

By: _____

By: _____

Name: _____

Name: Jim Benage

Title: _____

Title: Mayor

Date: _____

Date: _____

Attest:

Melissa Krehbiel, City Clerk

Approved as to Form Only:

Maria A. Schrock, City Attorney



Exhibit A
Schedule 1
Tyler Payments Fees

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Sales Quotation For:
 City of Bel Aire
 7651 E Central Park Ave
 Bel Aire KS 67226-7600

Quoted BY John Hardin
 Quote Expiration 9/27/25
 Quote Name

Payments

	Use Case	List Price	Fee%	Min	Basis Points	Rate	Cap	POS	Online	IVR
Payments - Payer Card Cost - Technology Fees										
Tyler One										
ERP Pro Payments	Utility Billing		3.70%	\$ 2.50				X	X	
ERP Pro Payments	Municipal Justice		3.95%	\$ 2.50				X	X	
ERP Pro Payments	Miscellaneous		3.75%	\$ 2.50				X	X	
ERP Pro Payments	Licenses		3.75%	\$ 2.50				X	X	
ERP Pro Payments	Permits		3.75%	\$ 2.50				X	X	
Payments - Other Fees										
Tyler One										
Credit Card Chargebacks		\$ 15.00								

Payer Card Cost
Credit Card Chargebacks

per card transaction with Visa, MasterCard, Discover, and American Express when applicable.
If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)

Summary

Total Tyler Services

Summary Total

One Time Fees

\$0

Recurring Fees

\$0

Comments

Work will be delivered remotely unless otherwise noted in this agreement.

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Your use of Tyler Payments and any related items included on this order is subject to the terms found at:

<https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Tyler Payments fee schedule.

Credit Card Chargebacks

If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees are first payable when Tyler makes the software accessible to the Client, and SaaS fees, Hosting fees, and Subscription fees are first payable on the first day of the month following the date this quotation was signed (or if later, the commencement of the agreement's initial term). Any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the agreement.

Fees for services included in this sales quotation shall be invoiced as indicated below.

- Implementation and other professional services fees shall be invoiced as delivered.

- Client has six months to use the services. If Client does not use the services within six months, Tyler may remove the unused services or issue a new quote to provide services at then-current rates.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval:

_____

Date:

05/06/2025

Print Name:

Jim Benage_____

P.O.#:
