



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 City of West Monroe with offices at 2301 N. 7th St., West Monroe, LA ("Client").

WHEREAS, Tyler and the Client are parties to a License Agreement with an effective date of March 18, 2013, ("Agreement"); and

WHEREAS, Tyler and Client desire to further amend the terms of 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 Investment Summary attached as Exhibit 1 to this Amendment are hereby added to the Agreement. The term ("Service Term") commences as of the first day of the first month following the Amendment Effective Date; and, notwithstanding anything to the contrary in Exhibit 1, ending coterminous with the maintenance and support term as set forth in the Agreement. Thereafter, annual services shall renew automatically for additional one (1) year Service Terms unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current term. Payment of fees and costs for such items are as follows:
 - a. Annual Fees, as indicated in Exhibit 1, shall be invoiced on the first day of the first month following the Amendment Effective Date, prorated for the period commencing on such date and ending concurrently with Client's annual maintenance and support term under the Agreement. Subsequent annual fees will be invoiced annually in advance at our then-current rates.
 - b. The maintenance and support fees for the MSP Fire Records software currently invoiced under the Agreement shall now be invoiced as the annual fee for the Emergency Networking FireRMS-Career-Fire-Suite, as set forth in Exhibit 1, beginning with the client's next maintenance and support term, and thereafter in accordance with the terms of the then-current Support Agreement.
 - c. Associated maintenance and support fees, prorated for a time period commencing on the Amendment Effective Date and ending at the same time as the end of the then-current annual maintenance term for previously licensed software under the Agreement, are due on the Amendment Effective Date. Subsequent annual maintenance fees will be invoiced in accord with the then-current Support Agreement.
 - d. Additional Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Amendment Investment Summary.
 - e. Third Party SaaS Services fees are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.
 - f. Fees for Third Party Services are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

2. Client elects not to receive maintenance and support services for the previously licensed software identified in and in accordance with the Discontinuance of Maintenance ("DOM") in Exhibit 2 to this Amendment.
3. Without limiting the terms of 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>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
4. You may not, and Licensee, no later than one year following the Effective Date of this Agreement but as soon as practical, may not permit others to reproduce and/or otherwise use the Licensed Materials in any manner for purposes of training artificial intelligence technologies to generate text, including without limitation, technologies that can generate works in the same style or genre as the Licensed Materials, unless Licensee obtains the specific and express permission of NFPA to do so. Your use of the third-party On-Board Codes are subject to the terms found at: <https://www.tylertech.com/terms/mobileeyes-third-party-terms>. By signing this Agreement, or accessing, installing or using the Fire Prevention Mobile software, you agree that you have read, understood and agree to such terms.
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. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
7. 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.

Tyler Technologies, Inc.

City of West Monroe, LA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____





Exhibit 1

Investment Summary

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

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INVESTMENT SUMMARY

Tyler Software	\$ 0
Services	\$ 9,920
Third-Party Products	\$ 19,590
Estimated Travel	\$ 0
Total One-Time Cost	\$ 23,765
Annual Recurring Fees/SaaS	\$ 9,684
Tyler Software Maintenance	\$ 0



Sales Quotation For:

West Monroe, LA
2301 N. 7th Street
West Monroe, LA
Phone: +1 (318) 387-2593

Quoted By: Brian Rennie
Quote Expiration: 1/5/25
Quote Name: West Monroe FD - Emergency
Networking & FPM

Annual / SaaS

Description	Fee	Discount	Annual
Enterprise Permitting & Licensing			
Fire Prevention Mobile	\$ 0	\$ 0	\$ 0
Product Integration - FPM and Emergency Networking	\$ 357	\$ 0	\$ 357
Onboard Codes - NFPA	\$ 0	\$ 0	\$ 0
Product Integration FPM-CAD & Fire Field Mobile	\$ 6,267	\$ 0	\$ 6,267
Inspector Mobile	\$ 3,060	\$ 0	\$ 3,060
Company Inspector Mobile - Pre-plan			
TOTAL			\$ 9,684

Services

Description	Quantity	Unit Price	Discount	Total	Maintenance
Enterprise Public Safety	1	\$ 1,920	\$ 0	\$ 1,920	\$ 0
Project Management					

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Enterprise Permitting & Licensing					
Setup & Configuration Services	20	\$ 200	\$ 0	\$ 4,000	\$ 0
Training Services - Company Inspector Mobile	4	\$ 200	\$ 0	\$ 800	\$ 0
Training Services - Inspector Mobile Plus	16	\$ 200	\$ 0	\$ 3,200	\$ 0
TOTAL				\$ 9,920	\$ 0

Third-Party Hardware, Software and Services

Description	Quantity	Unit Price	Discount	Total	Total Annual
Enterprise Public Safety					
Annual					
Emergency Networking CAD Connection	1	\$ 750	\$ 0	\$ 0	\$ 750
Emergency Networking EPCR Package	1	\$ 4,000	\$ 0	\$ 0	\$ 4,000
Emergency Networking FireRMS - Career - Fire Suite	1	\$ 0	\$ 0	\$ 0	\$ 0
Emergency Networking Investigations	1	\$ 995	\$ 0	\$ 0	\$ 995
Services					
Emergency Networking Implementation and Training	1	\$ 13,845	\$ 0	\$ 13,845	\$ 0
TOTAL				\$ 13,845	\$ 5,745

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 9,684
Total Tyler Services	\$ 9,920	\$ 0
Total Third-Party Hardware, Software, Services	\$ 13,845	\$ 5,745

Summary Total
Contract Total

\$ 23,765
\$ 39,194

\$ 15,429

Assumptions

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

Decisions about on-site versus remote planning meetings and training delivery will be decided mutually during the initial kickoff meetings. Data loading services include the following: Loading the published fire codes and standards that are in-scope. Loading occupancy data. Assumptions for loading of occupancy data: While there is no limit to the number of occupancy records to be loaded, the line item for Setup and Configuration Services assumes certain minimum requirements. The following requirements must be met for us to load occupancy data: The data must be provided in the form of a spreadsheet or .csv file with each record being a single row in the spreadsheet. A collection of tables from an existing database cannot be accepted. Different types of data can be provided in separate spreadsheets as long as there is a key field/ID linking the spreadsheets together. For example, you can provide address and business name information in one spreadsheet and contact information in a second spreadsheet. But there must be a unique ID that links a contact in the second spreadsheet to the "owning" occupant in the first spreadsheet. Spreadsheets cannot be linked using address or occupant name. These are not considered "keys". If your occupancy data is coming from more than one source, there must be no overlap between the records from each source. Time spent trying to blend together two or more overlapping spreadsheets is not included in this proposal line item. Optional Data Conversion Services: Tyler does not perform any data clean up. This is the responsibility of our client. No parsing, concatenation, etc. will be completed by Tyler. This will need to be done in the legacy system or in the data export prior to providing the data to Tyler's MobileEyes team. Exception: Parsing full street addresses into individual fields for each piece of the address (address, directional prefix, street name, street type, directional suffix, city, state, zip code). Exception: The client can provide multiple spreadsheets of data with records that are linked through a record key assuming the number of spreadsheets is six or less. An example of this would be a separate spreadsheet of contact data with a record key that enables linking of the contacts to the location and occupancy records. No "fuzzy" matching of records – e.g., matching on address or business name – will be done. Data conversion services included: Data mapping – This includes mapping of each field of the customer data to a corresponding field in MobileEyes. Where there is no direct match to a client field, the Tyler project manager will meet with the designated client data decision maker to determine a) whether to load that field, and b) if the decision is to load it, then which MobileEyes field it will be loaded into. Data loading – This includes loading the client data into the MobileEyes Web database per the approved data map. Examples of services considered "data clean up" and therefore, not included: Removal of records from the data set that the client does not want loaded. For example, removing residential records or properties that the Fire Marshal's Office does not inspect. These must be removed by the client from the data set prior to providing the file to Tyler for data mapping. Data manipulation/changing of data that is provided in the export. For example, a field that will become a pick list field in MobileEyes has more unique values than the client wants the pick list to have. (Example, the Section field has 20 unique values represented in the data and the customer wants to consolidate the number of unique values to 10.) We will do a reasonable amount of data clean up, organization, and standardization of your data before loading it, but the department or agency is responsible for the accuracy and completeness of the data. You will have an opportunity to review the data before it is loaded. Optional services not included in the proposal: The following optional services are available and can be priced separately: Data loading of inspection history. Data loading of invoice history. Data loading of permit history.



Exhibit 2

Discontinuance of Maintenance

1. Client requests **NOT** to receive support and maintenance services, as defined in its License and Services Agreement with Tyler, on the following applications (the “Cancelled Applications”):
 - Data Analysis and Mapping/Mgt
 - Fire Permits MSP
 - Fire Equipment Tracking & Maintenance MSP
 - Fire Management Data Mart
2. By discontinuing maintenance on the Cancelled Applications, Client understands that it is losing the rights and benefits, and accepting the consequences, summarized below:
 - The Maintenance and Support Agreement set forth in Client’s contract with Tyler will no longer apply to the Cancelled Applications;
 - Client will only receive maintenance and support on a time and materials basis, at Tyler’s then-current rates or such other rates as Tyler deems necessary to account for Client’s lack of ongoing training on the Cancelled Applications, with all of those services being charged at a two (2) hour minimum for every support call Client makes;
 - Client will receive the lowest priority under the applicable Support Call process; and
 - Client will be required to purchase new releases of the Cancelled Applications, including fixes, enhancements, patches; and platform upgrades.

Client acknowledges that in order to reinstate maintenance on a Cancelled Application, Tyler requires either (a) payment of all past due maintenance and support fees, including all fees for the periods during which services were suspended; or (b) re-licensure of the Cancelled Application at Tyler’s then-current software fees for that application or its functional equivalent.