FOURTH AMENDATORY AGREEMENT

THIS FOURTH AMENDATORY AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **SYSCON JUSTICE SYSTEMS, INC.**, a California corporation, with its principal address at 2150 Portola Avenue, Suite D-300, Livermore, CA 94557, hereinafter referred to interchangeably as either "Syscon," "Vendor" or "Contractor." The Vendor and City maybe referred to collectively as the "Parties" or individually as a "Party."

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated March 11, 2008 relating to software license, support and maintenance, which Agreement was amended on May 18, 2010, February 28, 2011 and on April 7, 2011 (the "Agreement"); and

WHEREAS, the Parties wish to amend the Agreement to update the scope of work, amend the term, increase the compensation to the Contractor and update other contract language as follows; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

1.	Article 1 of the Agreement entitled "**SOFTWARE LICENSE, SUPPORT AND MAINTENANCE TO BE PROVIDED AND SERVICES TO BE PERFORMED**" is hereby amended to read as follows:

> "**1**.	**SOFTWARE LICENSE, SUPPORT AND MAINTENANCE TO BE PROVIDED AND SERVICES TO BE PERFORMED:** Vendor, under the general discretion of, and in coordination with, the City's Chief Information Officer or other designated supervisory personnel (the "Manager") agrees to provide the software (the "Software") listed on **Exhibit A** (attached to original Agreement), perform the integration services described in **Exhibit B** (attached to original Agreement) and **Exhibit B-1** (attached to Amendatory Agreement), provide the software support and interface construction services described in **Exhibits B-2** and **B-3** (**B-4** attached hereto) (collectively, the services described in **Exhibits B, B-1, B-2** and **B-3** and **B-4** are referred to as the "Statement of Work" or "SOW"), and provide the software support and maintenance services describe in **Exhibit C**."

2.	Article 4 of the Agreement entitled "Term" is amended to read as follows:

> "**4**.	**Term**: The term of the Agreement is from February 1, 2008 through December 31, 2012."

3. Article 5.D(i) of the Agreement entitled "**Maximum Contract Liability**" is hereby amended to read as follows:

D. **Maximum Contract Liability:**

(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by Vendor in providing the Software, the services described in the SOW or the support described in Exhibit C during the first year following the warranty period under the terms of this Agreement for any amount in excess of the sum of **$2,039,106.00** (the "Maximum Contract Amount"). Vendor acknowledges that any work performed by Vendor beyond that specifically authorized by the City is performed at Vendor's own risk and without authorization under this Agreement."

4. A new paragraph numbered 37 is hereby added to the Agreement reading as follows:

37. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**: Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

5. This Fourth Amendatory Agreement may be executed in two (2) counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

6. As herein amended, the Agreement is affirmed and ratified in each and every particular.

[SIGNATURE PAGES FOLLOW]

Syscon Justice Systems Ltd.
6500 River Road, 2nd Floor
Richmond, British Columbia
Canada, V6X 1X5
(604) 606-7650

Estimate Proposal

Quote ID:	#21719		Issue Date:	April 7, 2011
Effective As Of:	April 7, 2011		Valid Until:	October 7, 2011
To Name: Organization:	Nissa Mills Denver Sheriff's Department		Phone:	720-865-4029
			Email:	Nissa.Mills@denvergov.org
From Name: Title:	John Lok Client Support Manager		Phone:	604-606-7650 ext. 8725
			Email:	johnlok@syscon.net

Labour Description
Colorado Law has changed to allow Judges to order "Flat Time" sentencing for offenders that have multiple DUI charges. The current system does not have algorithm that calculates flat time. Flat time is defined as time that does not have Statutory (STAT) time or Sheriff's Good Time (SGT) applied to it. New sentence option that has a "flat time algorithm" added to the sentence tab. Sentence must allow for a partial flat time sentence---example: 30 days Flat time with180 days total. Details to be worked out in the RFD document.

Grand Total	$22, 235

Terms	Not applicable

Syscon Signature _____John Lok_____   Date _____April 7, 2011_____

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Syscon Justice Systems Ltd.
6500 River Road, 2ⁿᵈ Floor
Richmond, British Columbia
Canada, V6X 1X5
(604) 606-7650

Estimate Proposal

Quote ID:	#21745	Issue Date:	April 7, 2011
Effective As Of:	April 7, 2011	Valid Until:	October 7, 2011
To Name: Organization:	William Thomas Denver Sheriff's Department	Phone: Email:	720-865-4029 William.Thomas@denvergov.org
From Name: Title:	John Lok Client Support Manager	Phone: Email:	604-606-7650 ext. 8725 johnlok@syscon.net

Labour Description

1) Denver requires added functionality which will allow all expired Active Problems, Active Orders, Active medications, Active Specialty Clinics and Active Allergies to remain visible on the form after they have been expired. The expired Orders, Medication, Clinics or Allergies should be "grayed" out and moved to the bottom of the field (See screen shot 1 in Screen Shot tab).

2) Active orders do not expire automatically when an inmate is released. When an inmate is re-booked and merged with a past booking, if the previous booking had an active order, which was not expired, it populates in the Health summary tab in the Master Medical Encounters screen. The result of this will produce multiple orders being displayed which may not be needed. To resolve this problem, all active orders should be expired when the offender is released.

3) The Details button should be changed to Orders in the Active Orders block in the Health Summary tab.

Grand Total	$9,072

Terms	Not applicable

Syscon Signature ___John Lok_____   Date _April 7, 2011_____

Client Signature _____   Date _____

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Syscon Justice Systems Ltd.
6500 River Road, 2nd Floor
Richmond, British Columbia
Canada, V6X 1X5
(604) 606-7650

Estimate Proposal

Quote ID:	#21754	Issue Date:	April 7, 2011
Effective As Of:	April 7, 2011	Valid Until:	October 7, 2011
To Name:	William Thomas	Phone:	720-865-4029
Organization:	Denver Sheriff's Department	Email:	William.Thomas@denvergov.org
From Name:	John Lok	Phone:	604-606-7650 ext. 8725
Title:	Client Support Manager	Email:	johnlok@syscon.net

Labour Description
Function change to the PPD Tests screen. When an inmate is released the Result Date and Time should populate with the current date and time. The Not Read flag should also be checked on the PPD screen if the Result field has not been populated.

Grand Total	$1,789

Terms	Not applicable

Syscon Signature _____John Lok_____   Date ____April 7, 2011_____

Client Signature _____   Date _____

1

Syscon Justice Systems Ltd.
6500 River Road, 2nd Floor
Richmond, British Columbia
Canada, V6X 1X5
(604) 606-7650

Estimate Proposal

Quote ID:	#21798		Issue Date:	April 7, 2011
Effective As Of:	April 7, 2011		Valid Until:	October 7, 2011
To Name:	William Thomas		Phone:	720-865-4029
Organization:	Denver Sheriff's Department		Email:	William.Thomas@denvergov.org
From Name:	John Lok		Phone:	604-606-7650 ext. 8725
Title::	Client Support Manager		Email:	johnlok@syscon.net

Labour Description

Currently the Alerts screen (OCDLERT) does not contain an Append button for the comment field. Not having an Append button on this field allows users to alter information with no ability for other user to see the previous information or who changed it. Denver requires that an Append button is added the to comments field on the OFFENDER ALERTS (OCDALERT) screen comments field. Adding an append button to this screen will allow changes to be tracked.

Grand Total	$5, 603

Terms	Not applicable

Syscon Signature ____John Lok_____   Date __April 7, 2011_____

Client Signature _____   Date _____

Syscon Justice Systems Ltd.

6500 River Road, 2nd Floor
Richmond, British Columbia
Canada, V6X 1X5
(604) 606-7650

Estimate Proposal

Quote ID:	21891	Issue Date:	May 3, 2011
Effective As Of:	May 3, 2011	Valid Until:	June 30, 2011
To Name:	James Leahy	Phone:	720.865.3994
Organization:	Denver Sheriff Department	Email:	James.Leahy@denvergov.org
From Name:	John Lok	Phone:	604-606-7650 ext. 8725
Title:	Client Support Manager	Email:	johnlok@syscon.net

Labour Description

Denver Sheriff Department (DSD) has requested assistance from Nancy Liang to assist in the completion of the End of the Year Report for DSD. Syscon has estimated that it will take 40 hours to complete this task. The project will end at 40 hours, but price will be reduced accordingly if the project takes less time to complete.

This work will be conducted remotely. DSD will work with Syscon to determine the timeline for this task.

Grand Total	$4, 400

Terms	Not applicable

Syscon Signature _____John Lok_____   Date ___May 3, 2011_____

Client Signature _____   Date _____

Contract Control Number:

Vendor Name:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL   **CITY AND COUNTY OF DENVER**

ATTEST:

By_____

_____

APPROVED AS TO FORM: REGISTERED AND COUNTERSIGNED:

By_____

By_____

By_____

Contract Control Number: CE76012

Vendor Name: SYSCON JUSTICE SYSTEMS INC

By: _____

Name: ___DR STEVE J. LONG___
(please print)

Title: ___PRESIDENT___
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)