

## SEVENTH AMENDATORY AGREEMENT

This **SEVENTH 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 legally authorized to conduct business in the State of Colorado, with its principal address at 6500 River Road, Richmond, BC, V6X 1X5, Canada, hereinafter referred to interchangeably as either “Syscon,” “Vendor” or “Contractor.” The Vendor and City may be referred to collectively as (the “Parties”) or individually as a “Party.”

### WITNESSETH:

**WHEREAS**, the Parties entered into an Agreement dated March 11, 2008, which Agreement was amended on May 18, 2010, February 28, 2011, April 7, 2011, November 9, 2011, February 27, 2013 and on February 10, 2014 (the “Agreement”); relating to software license, support and maintenance; and

**WHEREAS**, the Parties wish to amend the Agreement to extend the term and increase the compensation for continued support and maintenance (quote attached) to the Vendor 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 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, 2017.”

2. Article 5.D(i) of the Agreement entitled “Maximum Contract Liability” is hereby amended to read as follows:

“**5. COMPENSATION AND PAYMENT:**

**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 **THREE MILLION TWO HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$3,200,000.00)** (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."

**3.** This Seventh Amendatory Agreement is not effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

**4.** Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:**

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 \_\_\_\_\_

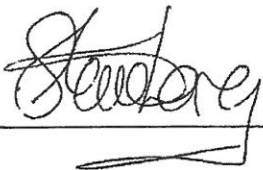
By \_\_\_\_\_

By \_\_\_\_\_



Contract Control Number: TECHS-CE76012-07

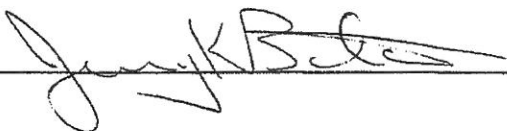
Contractor Name: SYSCON JUSTICE SYSTEMS INC

By: 

Name: DR. STEVE LONG  
(please print)

Title: PRESIDENT + CEO  
(please print)

ATTEST: [if required]

By: 

Name: JERRY K. BAKER  
(please print)

Title: DIRECTOR, CONTRACTS  
(please print)

