

TENTH AMENDATORY AGREEMENT

This **TENTH 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 300-3600 Lysander Lane, Richmond, BC, V7B 1C3, 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, February 10, 2014, December 9, 2014, December 19, 2017, and on December 18, 2019, collectively (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 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, 2021. Germane to this tenth amendment, the first six month fixed period (January 1, 2021 - June 30, 2021) can be paid monthly or in one installment. If paid in one installment, the City will be invoiced \$138,600 at the initiation of the support period. If paid monthly, the City will be invoiced at \$23,100 per month at the initiation of each month. The second six month optional period (July 1, 2021 - December 31, 2021) will be invoiced monthly at \$24,255 per month should the City choose to continue support.

The City has the right to terminate support by providing 30 days written notice.”

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 **FOUR MILLION TWO HUNDRED TWENTY-ONE THOUSAND NINE HUNDRED THIRTY-SIX DOLLARS AND ZERO CENTS (\$4,221,936.00)** (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. As herein amended, the Agreement is affirmed and ratified in each and every particular.

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

[SIGNATURE PAGES FOLLOW]

Contract Control Number: TECHS-202056995-10 (CE76012-10)
Contractor Name: SYSCON JUSTICE SYSTEMS INC

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:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

TECHS-202056995-10 (CE76012-10)
SYSCON JUSTICE SYSTEMS INC

By:  _____
5F957A669643478...

Name: Kerry Lynn
(please print)

Title: Executive Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)