Cyberscience Corporation

Amendment ⊥

This AMENDMENT ("AMENDMENT") is to TRI-PARTITE LICENSE AGREEMENT number **5315** dated **November 4, 2004,** ("AGREEMENT"), and amends all prior contracts and agreements related to that license between CYBERSCIENCE, the VAR and the END USER.

BACKGROUND: The parties hereto desire to amend certain terms and provisions of the AGREEMENT by this AMENDMENT. In the event of a conflict between the terms and provisions of the AGREEMENT and this AMENDMENT, this AMENDMENT shall control and be the operative terms and provisions. Defined terms used herein but not defined herein shall have the same definition and meaning as set forth in the AGREEMENT.

CQCS CPU Transfer for the following Site:

END USER:	**El Dorado County Recorder-Clerk**
Address:	**360 Fair Lane**
City:	**Placerville, California 95667**

1. Definitions
Refer to the attached Exhibit "A" for CYBERSCIENCE LICENSE CLASS DEFINITIONS.
All capitalized words used herein but not defined herein shall have the meaning ascribed to them in the AGREEMENT.

2. Transferred License
The transferred license will be from the original **PER USER LICENSE**, referenced below, running on the **original Intel**, to a **PER USER LICENSE**, referenced below, running on a **different Intel**.

The existing SOFTWARE Licensed under the Agreement is:

Item	Quantity	User(s)	SOFTWARE CLASS Definition(s)	Databases	CPU	Serial Number
1	1	16	CQ DM	C-ISAM	Intel	N/A
2	1	16	CS RT	C-ISAM	Intel	N/A
3	1	16	CQCS-W	N/A	Windows Workstations	N/A
4	1	4	CQ-W	N/A	Windows Workstations	N/A

The new SOFTWARE Licensed under this Amendment shall be as follows ("LICENSE"):

Item	Quantity	User(s)	SOFTWARE CLASS Definition(s)	Databases	CPU	Serial Number
1	1	16	CQ DM	C-ISAM	Intel	N/A
2	1	16	CS RT	C-ISAM	Intel	N/A
3	1	16	CQCS-W	N/A	Windows Workstations	N/A
4	1	4	CQ-W	N/A	Windows Workstations	N/A

The license on the **original Intel** is being transferred to a **different Intel** and END USER no longer is licensed to use the SOFTWARE on the **original Intel**. CYBERSCIENCE agrees to allow END USER to use the SOFTWARE on both CPUs for a conversion and testing period, which shall not exceed ninety (90) days from the execution of this AMENDMENT. Upon expiration of this period, END USER will delete the SOFTWARE from the **original Intel** and will provide written notice to CYBERSCIENCE that such deletion has been completed.

3. Transfer Fee
As consideration for the transferred License, END USER shall pay VAR on behalf of CYBERSCIENCE a one-time fee of **$500.00** payable net 30 days from the date of this AMENDMENT. This Transfer fee shall be in addition to the License Fee paid under the AGREEMENT mentioned above.

4. Entire Agreement
The foregoing represents the entire agreement of the parties hereto with respect to the subject matter hereof. Except as amended by this AMENDMENT, all of the terms and conditions of the AGREEMENT shall remain in full force and effect.
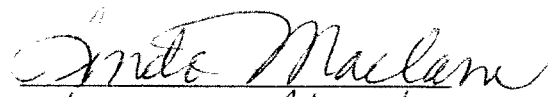
IN WITNESS WHEREOF, this AGREEMENT has been executed as of **July 7, 2010.**

for CYBERSCIENCE: for the VAR:

Cyberscience Corporation,
A Colorado corporation

By: _____   By: _____

Print Name: Nigel Brownjohn   Print Name: _Linda Maclam_

Title: Executive Vice President   Title: _C FO_

                                          Date: _7-12-10_

for the END USER:

By: _____

Print Name: _____

Title: _____

Date: _____

Exhibit "A"

CYBERSCIENCE LICENSE CLASS DEFINITIONS

SOFTWARE COMPONENT DEFINITIONS

DEVELOPMENT	-	A version of the SOFTWARE described below which is capable of developing, compiling and running new programs or commands written in the language under the terms of the END USER's license agreement.
RUNTIME	-	A version of the SOFTWARE described below which is only capable of executing programs or commands, which have been previously compiled with properly licensed DEVELOPMENT software.
CYBERSCREEN	-	A screen based and batch processing application development language.
CYBERQUERY	-	A screen based interactive tool for creating, maintaining and processing reports. CYBERQUERY licenses include the complete capabilities of the CYBERQUERY Language and includes a RUNTIME CYBERQUERY license.
CQ	-	A version of CYBERQUERY which is only capable of running and creating a subset of the reports available in CQ PROFESSIONAL.
DATA DICTIONARY MANAGER	-	A utility for defining or maintaining a new or existing application's physical and logical files, variables and file relationships.
NAMED USER	-	An individual employed by the END USER who is authorized by the END USER to use the licensed SOFTWARE on the Designated System under the terms of the license agreement, regardless of whether the individual is actively using the licensed SOFTWARE at any given time. The number of named users is determined by simply counting the number of people who will have access to the SOFTWARE.
CONCURRENT USERS	-	The maximum number of users to access the designated HOST or SERVER SOFTWARE at a given point in time in order to use the licensed SOFTWARE on the Designated System under the terms of the license agreement. A CONCURRENT USER is defined as one log-in from a single terminal, workstation or PC client with each CYBERQUERY and/or CYBERSCREEN related processes counting as one CONCURRENT USER.
CLIENT	-	A version of the SOFTWARE capable of running on an intelligent workstation allowing network communications with another computer running a version of the SOFTWARE.
SERVER	-	A version of the SOFTWARE capable of running on a computer allowing network communications with multiple CLIENTS residing on intelligent workstations.
HOST	-	A character based version of the SOFTWARE capable of running on a computer supporting multiple character-based terminals.

SOFTWARE CLASS DEFINITIONS FOR SERVER & HOST BASED SOFTWARE LICENSES

CQ	-	A DEVELOPMENT version of CYBERQUERY capable of running a SERVER or HOST based version of the SOFTWARE.
CQ DM	-	A version of CQ and DATA DICTIONARY MANAGER capable of running a SERVER or HOST based version of the SOFTWARE.
CQ RT	-	A RUNTIME version of CYBERQUERY capable of running a SERVER or HOST based version of the SOFTWARE.
CS RT	-	A RUNTIME version of CYBERSCREEN capable of running a SERVER or HOST based version of the SOFTWARE.
CS DEV DM	-	A version of CYBERSCREEN and the DATA DICTIONARY MANAGER capable of running a SERVER or HOST based version of the SOFTWARE.
FULL CQCS	-	A version of CYBERSCREEN and CYBERQUERY with CQ DM and the DATA DICTIONARY MANAGER capable of running a SERVER or HOST based version of the SOFTWARE.

SOFTWARE CLASS DEFINITIONS FOR CLIENT BASED SOFTWARE LICENSES

CQCS-W	-	A CLIENT version of the SOFTWARE allowing access to FULL CQCS SOFTWARE on the SERVER.
CQ-W	-	A CLIENT version of the SOFTWARE allowing access to CQ DM SOFTWARE on the SERVER.
CS-W	-	A CLIENT version of the SOFTWARE allowing access to CS DEV DM SOFTWARE on the SERVER.
CQ RT-W	-	A CLIENT version of the SOFTWARE allowing access to CQ RT SOFTWARE on the SERVER.