

Cyberscience Corporation**Tri-Partite License Agreement**

This Tri-Partite License Agreement ("AGREEMENT") number 5315 is made this 4th day of November, 2004, by and between: CYBERSCIENCE CORPORATION, a Colorado Corporation, located at 10065 E. Harvard Avenue, Denver, Colorado 80231, hereafter called "CYBERSCIENCE", and the following Value Added Reseller: and the following End User:

AtPac
10113 Alta Sierra Drive
Suite 102
Grass Valley, California 95949

El Dorado County Recorder-Clerk
360 Fair Lane
Placerville, California 95667

hereafter called the "VAR"

hereafter called the "END USER".

1. **DEFINITIONS**

"CLASS" means the specific configuration of the SOFTWARE license provided under this AGREEMENT as described in Exhibit "A", attached hereto and by this reference incorporated within.

"CPU" means the computer-processing unit utilizing the SOFTWARE.

The CPU is located at the address: **360 Fair Lane**
Placerville, California 95667

"SOFTWARE" means all or any combination of computer software components comprising the object code, in machine readable form, of the CYBERSCIENCE computer program(s) described in Exhibit "A", together with any derivatives, parts, modified versions or new releases supplied by CYBERSCIENCE and any associated user manuals or other documents supplied by CYBERSCIENCE.

2. **TERM**

This AGREEMENT shall commence upon the date executed and continue unless terminated under the provisions of Paragraph 11 below.

3. **LICENSE**

3.1 This TRI PARTITE License Agreement supersedes all prior contracts and agreements between CYBERSCIENCE, El Dorado County Recorder-Clerk ("END USER"), and AtPac ("VAR"). The obligations and duties of CYBERSCIENCE and the VAR to the END USER under the prior agreements shall cease as of the date hereof. END USER hereby agrees to give up all rights and ownership to the CQCS software under these prior agreements. END USER receives license and ownership to the CQCS Software under this Tri-Partite License Agreement number 5315.

3.2 In consideration of payment of the LICENSE FEE, CYBERSCIENCE hereby grants to the END USER a personal, non-transferable, non-exclusive perpetual license ("LICENSE") to use the SOFTWARE exclusively for the END USER's internal business operations only for the LICENSE(s) and CPU(s) listed in Paragraph 16.

3.3 The END USER shall be entitled to use the SOFTWARE only as authorized herein. The END USER shall be permitted to make only one backup copy of the SOFTWARE as reasonably necessary to support the authorized use of the SOFTWARE hereunder. The END USER shall make no other copies of the SOFTWARE without the prior written consent of CYBERSCIENCE. All copies of the SOFTWARE, whether made by CYBERSCIENCE or the END USER, shall be in machine-readable form only, shall contain all copyright, trademark or other notices as they appear on the SOFTWARE, and shall be the property of CYBERSCIENCE. The END USER shall maintain a record of the number of and location of all copies of the SOFTWARE and shall make the list available to CYBERSCIENCE upon request.

3.4 For the mutual security of all parties each copy of the SOFTWARE contains an expiration date. This device does not restrict the LICENSE granted by Paragraph 3.1.

3.5 CYBERSCIENCE will notify the END USER automatically in advance through the SOFTWARE that an expiration date is imminent and to provide patches to the VAR to extend the END USER's copy of the SOFTWARE in advance of each expiry date. The END USER and the VAR are responsible for ensuring that such patches are received and applied in a timely fashion.

4. **LICENSE FEES AND PAYMENTS**

4.1 The END USER shall pay the following amounts ("LICENSE FEE") to the VAR, for the benefit of CYBERSCIENCE: LICENSE: U.S. Dollars: **Per VAR Purchase Order**. This LICENSE FEE must be paid to the VAR within 30 days of the execution of this AGREEMENT.

4.2 The END USER shall also pay any and all federal, state and local sales, service and use taxes levied or imposed upon the sale of the SOFTWARE. In the event the VAR shall pay or be required to pay or collect any sales, service or use taxes, the END USER shall immediately pay the same to the VAR.

4.3 The END USER agrees to pay interest on all amounts not paid as described above at the rate of eighteen-percent per annum commencing from the date of delivery of the SOFTWARE.

5. **SUPPORT SERVICES**

END USER shall order software support services from the VAR.

6. **END USER REPRESENTATIONS, WARRANTIES AND OBLIGATIONS**

6.1 The END USER shall only allow employees, agents and sub-contractors whose job performance is dependant on the SOFTWARE to have access to the SOFTWARE, and then only upon giving prior instruction to the individuals relating to the representations, warranties and covenants of the END USER under this AGREEMENT.

6.2 The END USER agrees not to cause or permit: (a) the modification of the SOFTWARE in any way, (b) the deletion of any proprietary rights notices, trademarks, trade names, symbols, abbreviations, logos or otherwise, contained in or on the SOFTWARE or any user manuals provided by CYBERSCIENCE, or (c) to reverse engineer, reverse compile, reverse assemble or disassemble the SOFTWARE.

6.3 The END USER agrees to not sell, convey, share or use in connection with or otherwise permit or allow any third party to see, utilize, or become familiar with the SOFTWARE. The END USER shall not disclose, disseminate, communicate or otherwise permit or allow any third-party to become privy to CYBERSCIENCE's trade secrets, proprietary information, proprietary material and/or information and the END USER recognizes that the SOFTWARE is provided to it in confidence and in secrecy.

7. **OWNERSHIP / TITLE**

CYBERSCIENCE warrants that it has the right to license the SOFTWARE. The END USER acknowledges and agrees that title to the SOFTWARE and all materials, documentation and information and any translations is vested exclusively in CYBERSCIENCE and that all patent, copyright and other intellectual property rights and all associated trademarks, trade names, devices, symbols, abbreviations and secrets, goodwill and confidential and proprietary information therein are and shall remain vested in CYBERSCIENCE. The END USER

agrees to sign such documents as are reasonably requested by CYBERSCIENCE from time to time to confirm or protect the foregoing proprietary rights.

8. CONFIDENTIALITY AND PUBLICITY

8.1. Each party, for themselves and their directors, officers, partners, employees, agents, representatives, contractors and distributors agree that during the term of this AGREEMENT and thereafter, subject to Paragraph 8.2 below, they shall treat as confidential and not disclose, communicate, disseminate, or publish to any third-party without the prior written consent of the other, details of the other's business operations, proprietary rights and techniques, the know-how, ideas and concepts relating to the SOFTWARE, contemplated new products, internal documentation, protection and computer security schemes and customer lists. The obligations of this Paragraph shall not relate to information, which is or becomes public knowledge through no fault of either party or has been properly obtained from a third party lawfully entitled to possess the information.

8.2. All parties agree that each may publicize the existence but not the details of this AGREEMENT.

9. LIMITED WARRANTIES/LIMITATION OF LIABILITY

9.1. CYBERSCIENCE warrants for a period of ninety days from date of delivery of the SOFTWARE that it constitutes an accurate manufacture of CYBERSCIENCE's products and shall substantially conform to all concurrently published specifications delivered therewith. CYBERSCIENCE makes no warranties or representations of any kind, character, or nature with respect to the SOFTWARE or its performance except as set forth herein above. **CYBERSCIENCE MAKES OR GIVES NO WARRANTIES, CONDITIONS OR GUARANTEES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR USE, AND ALL WARRANTIES (EXCEPT THOSE WHICH MAY NOT BE LAWFULLY EXCLUDED) ARE HEREBY EXCLUDED.** Any warranties hereunder shall be void if the SOFTWARE has been subject to abuse, misuse, accident, alteration, neglect, unauthorized repair or installation.

9.2. **CYBERSCIENCE SHALL NOT BE LIABLE TO THE VAR OR THE END USER OR ANY THIRD-PARTY UNDER THE LAW OF TORT, CONTRACT OR OTHERWISE, FOR ANY LOSS OR DAMAGE, WHETHER DIRECT OR INDIRECT INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER CAUSED BY THE NEGLIGENCE OF CYBERSCIENCE OR OTHERWISE ARISING BY, RESULTING FROM, OR IN CONNECTION WITH THE USE, POSSESSION OR PERFORMANCE OF THE SOFTWARE. ANY LIABILITY OF CYBERSCIENCE SHALL BE LIMITED TO THE LICENSE FEES RECEIVED BY CYBERSCIENCE FOR SUCH PROVEN DEFECTIVE SOFTWARE OR THE REPLACEMENT OF PROVEN DEFECTIVE SOFTWARE, FROM WHICH SUCH LIABILITY DIRECTLY ARISES, AS CYBERSCIENCE SHALL IN ITS SOLE DISCRETION CHOOSE. WITHOUT PREJUDICE TO THE ABOVE, IN THE EVENT THAT CYBERSCIENCE IS HELD LIABLE, IN NO CASE SHALL CYBERSCIENCE'S LIABILITY FOR DAMAGES HEREUNDER EXCEED \$100,000.**

9.3. Neither party shall be liable for any failure on its part to perform the obligations under this AGREEMENT if such failure results, wholly or partly, from acts of God, any matters beyond the control of the defaulting party, industrial disputes, shortage of materials, decisions of federal, state or local governments, fire, explosion or accidents and other acts of force majeure.

10. PATENT/COPYRIGHT INDEMNITY

10.1. CYBERSCIENCE will defend and indemnify the END USER against a claim that the SOFTWARE furnished and used within the scope of this AGREEMENT infringes upon a United States copyright or patent, provided that: (a) END USER notifies CYBERSCIENCE in writing within thirty days of the claim; (b) CYBERSCIENCE has sole control of the defense and all related settlement negotiations; and (c) the END USER provides CYBERSCIENCE with the assistance, information and authority necessary to perform the above. Reasonable out of pocket expenses incurred by the END USER in providing such assistance will be reimbursed by CYBERSCIENCE.

10.2. CYBERSCIENCE shall have no liability for any claim of infringement based on: (a) the use of a superseded or altered release of the SOFTWARE if such an infringement would have been avoided by the use of a current unaltered release of the SOFTWARE that CYBERSCIENCE provides to the VAR or END USER; or (b) the combination, operation, or use of any SOFTWARE furnished under this AGREEMENT with programs or data not furnished by CYBERSCIENCE if such infringement would have been avoided by the use of the SOFTWARE without such programs or data.

10.3. If a final injunction is awarded stating that the SOFTWARE has infringed, CYBERSCIENCE shall have the option, at its expense, to (a) modify the SOFTWARE to be non-infringing, (b) obtain for the END USER a license to continue using the SOFTWARE, or (c) terminate the license for the infringing SOFTWARE and refund the LICENSE FEES paid for the SOFTWARE, prorated over a five year term from the commencement date. This Paragraph 10 states CYBERSCIENCE's entire liability for infringement.

11. TERMINATION AND SUSPENSION

11.1. The END USER may terminate this agreement at any time upon thirty days notice to the other parties, and only after complying with the terms of Paragraph 11.5.

11.2. Either CYBERSCIENCE or the END USER may, upon written notice to the other parties, immediately terminate this agreement at any time in the event of a breach of Paragraph 8.1 by CYBERSCIENCE or the END USER.

11.3. CYBERSCIENCE may terminate this AGREEMENT immediately upon written notice to the other parties if:

11.3.1. The END USER fails to pay the LICENSE FEE within the terms of Paragraph 4.

11.3.2. If the END USER files a petition under any provision of the Federal Bankruptcy Code or any state law relating to insolvency or any such petition is filed against either party, unless such petition and all proceedings thereunder are dismissed within thirty days from such filing; or a trustee or receiver is appointed for all or any assets, unless such appointment is vacated or dismissed within thirty days from the date of such appointment; or the effected party is adjudicated insolvent or bankrupt.

11.3.3. If any of the END USER's voting interests or any partnership interest (whichever is applicable) is acquired by a competitor of CYBERSCIENCE.

11.4. In the event of any other default hereunder which is not cured within thirty days of written notice, CYBERSCIENCE may immediately terminate this AGREEMENT.

11.5. In the event of any termination of this AGREEMENT, the END USER shall immediately deliver to CYBERSCIENCE all originals and copies of the SOFTWARE in the END USER's possession. The END USER shall certify in writing to CYBERSCIENCE that the END USER has complied with this obligation.

11.6. Termination of this agreement by any party will not result in the refund of any money to the END USER or the VAR by CYBERSCIENCE.

12. RELATIONSHIP OF PARTIES

The parties to this AGREEMENT are independent contractors. No partnership, joint venture, or relationship of principal to agent, master to servant, employer to employee or franchiser to franchisee or otherwise is established hereby between any of the parties. No party has the authority to bind the other or incur any obligation on the other party's behalf.

13. ASSIGNMENT

As a result of the confidences to be kept by the END USER and the VAR, and as part of the consideration paid by the END USER hereunder, neither the END USER or the VAR may assign, mortgage, pledge, hypothecate or convey, in whole or in part, this AGREEMENT or any of the rights and duties under it without the prior written consent of CYBERSCIENCE.

14. NOTICE

Any notice, payment, consent, approval or other communication required or permitted under this AGREEMENT shall be deemed duly given if in writing and personally delivered or sent by certified mail, postage prepaid, to the address at the head of this agreement, to the attention of the president, and shall be deemed to be given on the date of first attempted delivery and any notice delivered by personal delivery, shall be deemed delivered as of the date delivered. Any party, by written notice as described in this paragraph, may change the address to which future notices may be sent.

15. MISCELLANEOUS

15.1. This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective permitted heirs, executors, personal representatives, successors and assigns.

- 15.2. This AGREEMENT, together with any Exhibits attached hereto, constitutes the entire agreement of the parties and supersedes prior proposals, agreements and representations between them, whether written or oral. This AGREEMENT may not be modified, changed or amended in any manner except by instrument in writing signed by the parties hereto. It is expressly agreed that any terms and conditions of the END USER or VAR's purchase order shall be superseded by the terms and conditions of the AGREEMENT.
- 15.3. The paragraph headings herein are inserted for convenience of reference only and do not define, limit or proscribe the scope of this AGREEMENT or any Exhibit attached hereto.
- 15.4. In the event any provision of this AGREEMENT is held to be invalid or unenforceable, the remaining provisions of this AGREEMENT will remain in full force and effect. Any waiver hereunder by any party must be in writing and signed by the party to be charged. No waiver by any party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by any party of the same or any other provision.
- 15.5. The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, covenant, obligation and provision hereof, and that failure to timely perform any of the terms, conditions, covenants, obligations or provisions hereof by either party shall constitute a breach of and a default under this AGREEMENT by the party so failing to perform.
- 15.6. The parties hereto acknowledge and agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this AGREEMENT or any amendments or Exhibits hereto.
- 15.7. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Colorado. Any action relating to this AGREEMENT brought by the VAR or the END USER against CYBERSCIENCE will be instituted in a State or Federal Court in the State of Colorado.

16. **SOFTWARE LICENSE INFORMATION**

Item	Quantity	User(s)	SOFTWARE CLASS Definition(s)	Operating System	Databases	CPU	Serial Number
1	1	16	CQ DM	Linux	C-ISAM	Intel 586	N/A
2	1	16	CS RT	Linux	C-ISAM	Intel 586	N/A
3	1	16	CQCS-W	N/A	N/A	Windows Workstations	N/A
4	1	4	CQ-W	N/A	N/A	Windows Workstations	N/A

IN WITNESS WHEREOF, this AGREEMENT has been executed as of the day and year first above written.
for CYBERSCIENCE:

Cyberscience Corporation,
a Colorado Corporation

for the VAR: *ATAC*

By: *[Signature]*
Print Name: Nigel Brownjohn
Title: Executive Vice President

By: *[Signature]*
Print Name: JANIS MARUM
Title: RES
Date: 4/13/05

for the END USER:

By: *[Signature]*
Print Name: Bonnie H. Rich
Title: Purchasing Agent
Date: 4/6/05

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.