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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549

**FORM 8-K/A**

**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of  
the Securities Exchange Act of 1934**

**Date of report (Date of earliest event reported): July 1, 2010**

**ARTIFICIAL LIFE, INC.**

(Exact Name of Registrant as Specified in Its Charter)

**Delaware**  
(State or Other Jurisdiction of  
Incorporation)

**000-25075**  
(Commission File Number)

**04-3253298**  
(I.R.S. Employer Identification  
Number)

**26/F., 88 Hing Fat Street**  
**Causeway Bay, Hong Kong**  
(Address of principal executive offices)

**(310)496-4288**  
(Registrant's telephone number, including area code)

**Not Applicable**  
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligations of the registrant under any of the following provisions.

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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## Explanatory Note

On July 6, 2010, Artificial Life, Inc. filed a Current Report on Form 8-K regarding entry into a Material Definitive Agreement that incorrectly stated the “date of report (date of earliest event reported)” on the cover as June 2, 2010 instead of July 1, 2010. This amendment corrects that error. Except for amending the above stated date, no other disclosure is amended.

### Item 1.01 Entry into a Material Definitive Agreement.

On July 1, 2010, Artificial Life, Inc. (the “Company”) amended Mr. Eberhard Schoneburg’s employment contract (the “Amendment”). The Amendment will extend the current employment agreement through December 31, 2014. In accordance with the terms of the Amendment, Mr. Schoneburg will continue to serve as the current and acting chairman of the board of directors, chief executive officer, president and principle financial officer of the Company. All other terms off Mr. Schoneburg’s employment agreement remain the same.

### SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Company has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**ARTIFICIAL LIFE, INC.**

July 7, 2010

By: /s/ EBERHARD SCHONEBURG  
Eberhard Schoneburg,  
Chief Executive Officer

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**Filename:** d26900\_ex10-5.htm  
**Type:** EX-10.5  
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**Exhibit 10.5**

July 1, 2010

Mr. Eberhard Schoneburg  
Suite 2403, Pacific Place Apartments  
Pacific Place, 88 Queensway  
Hong Kong

Re: Amendment to Employment Agreement

Dear Eberhard,

This letter sets forth the mutual agreement between you and Artificial Life, Inc. (the "Company") concerning an amendment to your employment agreement with the Company dated as of July 1, 2006, as amended March 28, 2007 and June 1, 2008 (the "Employment Agreement"). This amendment to the Employment Agreement will be effective as of the date of this letter.

Section 5 of the Employment Agreement is amended to read in its entirety:

Subject to Paragraph 6 hereof, your employment and appointment hereunder shall be for a fixed term commencing on the date hereof and expiring on December 31, 2014, unless extended or earlier terminated as provided in accordance with the terms hereof ("the Term"). On December 31, 2014, and each anniversary thereof, the Term shall be automatically extended for an additional period of one (1) year, unless you or the Company give written notice of at least ninety (90) days prior to the end of the then current Term indicating that the Term will not be so extended.

Except for the modifications set forth above, the Employment Agreement shall remain in full force and effect in accordance with its terms. Please sign below to acknowledge your agreement to the terms and conditions of this amendment to the Employment Agreement.

Yours sincerely,

/s/ Claudia Alsdorf  
Claudia Alsdorf, Director

/s/ Dr. Gert Hensel  
Dr. Gert Hensel, Director

/s/ Rene Jaeggi  
Rene Jaeggi, Director

Confirmed and agreed by

s/ Eberhard Schoneburg  
Eberhard Schoneburg

