



AGREEMENT ADDENDUM

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Please provide the following information all fields are required

Company Name: _____

Name: _____

Telephone: _____

Company Street Address: _____

City: _____

State: _____

Zip: _____

Equipment Serial Number: _____

Email: _____

IMPORTANT; THIS ADDENDUM CONTAINS ADDITIONAL LICENSE TERMS AND CONDITIONS FOR THE LICENSE OF XEROX'S NPS/IPS V.8.2 APPLICATION SOFTWARE UPGRADE AND RELATED DOCUMENTATION. READ THIS ENTIRE ADDENDUM BEFORE CLICKING EITHER THE "ACCEPT/PLACE ORDER" OR "REJECT/DO NOT PLACE ORDER" BUTTONS BELOW. YOUR SELECTION OF THE "ACCEPT/PLACE ORDER" BUTTON IS YOUR PLACEMENT OF AN ORDER FOR THE APPLICATION SOFTWARE UPGRADE AS WELL AS YOUR ACCEPTANCE OF AND AGREEMENT TO BE BOUND BY THIS ADDENDUM. IF YOU DO NOT AGREE TO BE BOUND BY THE ADDENDUM, YOUR USE OF THE APPLICATION SOFTWARE UPGRADE IS NOT PERMITTED AND WILL VIOLATE APPLICABLE LAW.

XEROX'S LICENSE TO YOU OF THE APPLICATION SOFTWARE UPGRADE IS SUBJECT TO THE AGREEMENT AS MODIFIED BY THIS ADDENDUM, AND YOU ACKNOWLEDGE THAT THE FOLLOWING TERMS SHALL BE ADDITIVETO THOSE FOUND ELSEWHERE IN THE AGREEMENT

1. The following terms used in this Addendum are defined as follows:

- a) "Agreement" means the agreement between you and Xerox under which you have acquired the Equipment.
- b) "Equipment" means the equipment specified in the Agreement and identified by the above-referenced serial number.
- c) "Application Software Upgrade" means NPS/IPS v.8.x Software.
- d) "Xerox" means Xerox Corporation.

2. Upon acceptance of your offer to purchase a license to the Application Software Upgrade by selecting the "ACCEPT/PLACE ORDER" button below. Xerox will grant you a limited, nonexclusive, nontransferable

license to load and use the Application Software Upgrade for your internal business purposes only, within Application Software Upgrade and all copies will at all times reside exclusively with Xerox and/or its licensor(s). You have no other rights to this Application Software Upgrade and, in particular, may not distribute, copy, modify, create derivatives of, decompile, or reverse engineer this software. This Application Software Upgrade may contain computer code capable of automatically disabling proper operation of the Equipment. Such disabling code may be activated if (a) Xerox is denied access to the Application Software Upgrade to periodically reset such code, (b) you otherwise breach any term of the Agreement, or (c) your license is terminated or expires.

3. You acknowledge that in order to effectively install and operate the Application Software Upgrade, you may be required to purchase and install additional hardware with or within the Equipment. You further acknowledge that your existing Base and/or Application Software may contain errors that are corrected by the Application Software Upgrade. If you do not elect to license the Application Software Upgrade, Xerox may, in the course of providing software support services under a maintenance contract between you and Xerox and at any time in its discretion, elect to provide the Application Software Upgrade and such additional hardware (if necessary) without any charge to you pursuant to the terms of such maintenance contract.

4. As part of this transaction, you authorize Xerox (or its agent) to obtain credit reports (including in connection with credit analysis or subsequent review, collection or enforcement of your obligations hereunder), make such other credit inquiries as Xerox may deem necessary, furnish payment history information to credit reporting agencies, and release to prospective assignees of the Agreement or any rights hereunder information Xerox has about you and the Agreement. Even if the Application Software Upgrade have been delivered, Xerox may, within sixty (60) days following its acceptance of this Addendum, revoke the Addendum if your credit approval is denied.

5. This Addendum shall be governed by, and for all purposes be construed and deemed to be a contract made under and pursuant to, the substantive laws of the State agreed upon by the parties in the Agreement without regard to its conflict of laws principles.

6. You will not export or re-export the Application Software Upgrade, its content or any associated software in violation of any law, regulation, order or other governmental requirement (including, without limitation, the U.S. Export Administration Act, regulations of the Department of Commerce and other export controls of the U.S.). You shall, at your own expense, promptly obtain and arrange for the maintenance of all non-U.S.A. government approvals, if any, and comply with all applicable local laws and regulations as may be necessary for performance under this Addendum.

7. Except as expressly set forth above, the terms of the Agreement shall continue in full force and effect and shall apply in their entirety to your license of the Application Software Upgrade. The Agreement and this Addendum constitute the entire agreement of the parties as to the subject matter thereof, supersede any and all prior oral and written understandings and agreements as to that subject matter, and may only be modified by the parties' written agreement. You may not assign this Agreement without Xerox's prior written consent. The pre-printed terms and conditions contained in any purchase order or other ordering document submitted with respect to the Application Software Upgrade shall have no binding effect of Xerox and will not modify this Agreement in any way. In the event of a conflict between the terms found elsewhere in the Agreement and this Addendum, this Addendum shall control. Xerox may retain reproduction (e.g. electronic image, photocopy, facsimile) of this Addendum which shall be considered an equivalent to the original.

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By: _____

Name: _____

Title: _____

Date: _____

Please fax this signed agreement to Xerox (310) 333-7982