

AGREEMENT ADDENDUM



Trial Software/Temporary License Agreement Addendum

Please provide the following information:

"You" (full name):	
Email:	
Company:	
Street:	
City:	
State:	
Zip:	
Country:	United States
Telephone:	
Equipment Serial Number:	
Host Identification:	

THIS ADDENDUM (“Addendum”) amends the Xerox Order Agreement between “You” and Xerox Corporation (“Xerox”) for the Equipment designated by the Equipment serial number(s) designated above (the “Agreement”).

The parties agree to the following terms that shall be additive to those found elsewhere in the Agreement:

- TRIAL SOFTWARE.** This Addendum applies to the Base Software, Application Software, and/or Diagnostic Software ("Software") (as defined in the Agreement) which is licensed hereunder for the term of the Trial Period (“Trial Software”):
- TRIAL PERIOD.** “Trial Period” means the ninety (90) day period from the date the Trial Software is first installed on or with Equipment by Xerox and any renewal period in accordance with Paragraph 4 below. Trial Software contains computer code that will automatically disable operation of the Trial Software and/or Equipment at the end of the Trial Period. Unless you have obtained another license to the Software subject to Xerox's then-applicable terms and license fees, you must discontinue use of the Trial Software and permit Xerox to remove the Trial Software from any device upon which it has been loaded or installed. You agree to grant Xerox access to the Equipment during and after the Trial Period to ensure that the Trial Software is being used in accordance with the terms of this Addendum and to detect, prevent or restrict unlicensed access to the Trial Software. You also agree to pay the license fees, if any, set forth in Paragraph 1 above for the Trial Software.
- TRIAL SOFTWARE LICENSE.** Xerox grants you a limited, nonexclusive, nontransferable license to load and use the Trial Software during the Trial Period for your internal business purposes only, within the United States, its territories, and possessions only on or with the Equipment with which (or within which) it was delivered. You have no other rights to the Trial Software and, in particular, may not distribute, copy, modify, create derivatives of, disassemble, decompile, or reverse engineer the Trial Software or allow others to engage in the foregoing. Title to the Trial Software and all copyrights and other intellectual property rights in it shall at all times reside solely with Xerox and/or its licensors (who shall be considered third-party beneficiaries of the software and limitation of liability provisions contained in the Agreement and this Addendum).
- RENEWAL.** Upon expiration and in Xerox’ sole discretion, the Trial Period may be extended pursuant to the terms of this Addendum for an additional thirty (30) day period.
- LIMITED WARRANTY.** Xerox warrants that Trial Software will perform in material conformity with its published specifications for a 90-day period from the date of installation on or with Equipment by Xerox. Neither Xerox nor its licensors warrant that the Trial Software will be free from errors or that its operation will be uninterrupted. **THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- SUPPORT.** During the Trial Period, Xerox will provide the support for the Trial Software in accordance with the Software Support terms in the Exhibit attached hereto for the same or, in the absence of such an Exhibit, the Software Support terms of the Agreement.
- GENERAL.** Except as set forth above, the Agreement shall continue in full force and effect. In the event of a conflict between the terms found elsewhere in the Agreement and this Addendum, this Addendum shall control. Xerox may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Addendum, which shall be considered an equivalent to the original.

Signed (Full Name): _____ on date: __/__/____

Print and Fax to 310-333-7982