



FIRST ADDENDUM TO SOFTWARE LICENSE AND SERVICES AGREEMENT

THIS FIRST ADDENDUM TO SOFTWARE LICENSE AND SERVICES AGREEMENT (this "Addendum") is entered into by and between OPTIFACTS, INC., a Delaware corporation ("Optifacts") and the Customer identified below ("Customer"). Optifacts and Customer are individually a "Party" and collectively the "Parties."

BACKGROUND:

- (i) Optifacts (i) owns certain laboratory management software and (ii) provides certain installation, testing, and support services related to such software.
(ii) Customer has an optical laboratory that produces prescription eyeglasses.
(iii) Optifacts licensed its laboratory management software to Customer pursuant to the terms of a Software License Agreement ("License Agreement").
(iv) Optifacts is offering a new module for its laboratory management software called OPTERA ("New Module") and Customer desires to license the New Module.

NOW, THEREFORE, in consideration of the foregoing recitals, the terms and conditions of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties, intending to be legally bound, agree to the attached additional Terms and Conditions related to the New Module.

IN WITNESS WHEREOF, this Addendum is entered into by the Parties to be effective as of _____, 200__.

OPTIFACTS, INC.:

{Company Name}

By: _____
Name: Michael A. Filipovich
Title: Director, Operations
Date: _____
18 Riverside Avenue S, Suite 100
Sartell, MN 56377
Phone : 800.678.4322
Facsimile: 320.258.3880

By: _____
Name: _____
Title: _____
Date: _____

Phone: _____
Facsimile: _____

TERMS AND CONDITIONS

1. Optifacts shall make the New Module available to Customer at an agreed upon date, which is expected to be approximately 7 days after Customer signs and returns this Addendum.
2. Pursuant to this Addendum, Optifacts will license the New Module to Customer pursuant to the terms of the License Agreement and the additional terms added hereunder.
3. In order to operate the New Module, Customer must have: (a) an Optifacts Database, (b) an ODBC Connection (which Optifacts will configure), and (c) a front-end program such as Microsoft™ Excel.
4. Upon the installation of the New Module, Optifacts will load general SQL Views on Customer's Optifacts system and provide Customer with several pre-designed Excel reports. Customer will also receive the following documentation ("Documentation"): (a) instructions on how to configure an ODBC connection on a PC within Customer's lab, (b) a listing of the SQL Views and Excel Reports currently available, (c) general instructions on how to create Excel Reports based on the available views and tables within the Optifacts Database, (d) documentation on each SQL View that includes the view description tables, and (e) documentation on each Excel Report that includes a full description of the report.
5. Customer will pay a one-time fee of \$500.00 for the New Module. The New Module will be covered by the support provided by Optifacts pursuant to the License Agreement.
6. Customer acknowledges and agrees that if Customer does not follow the Documentation, along with other instructions ("Instructions") provided by Optifacts for use of the New Module, Customer's Optifacts Database data can be compromised. Customer assumes all responsibility with regard to following the Documentation and Instructions and assumes all risk that may arise as a result of Customer's failure to follow the Documentation and Instructions. Any undertaking by Optifacts to repair Customer's Optifacts Database data as a result of Customer's failure to follow the Documentation and Instructions will be at Customer's sole cost and expense.
7. Other than the Terms and Conditions provided above, all of the Terms and Conditions provided in the License Agreement shall govern Customer's use of the New Module.