

Update Service INC

**O/PUS is the Office Products Update Service
for Business Products dealers on
DDMS O/P Dealer Computer Systems.**

The O/PUS **OPdb** database has been in general use since April 1991. All vendors currently listed as supplying their database to O/PUS are available now. Sign up today to receive the best business products database: **OPdb**.

With the O/PUS **OPdb**, you will be able to:

- Load and update multiple vendor files without duplication of items.
- Maintain prefixes, page numbers, and buy units for multiple vendors.
- Keep your pricing, costing, prefixes, descriptions, and units current with the vendors.
- Change your item key to your preferred vendor key in all related system files.
- Load flyers, promotional pricing, costing, and other necessary data, during the same OPdb processing run.
- Reference exception vendor numbers to primary vendor numbers.
- Load and view the O/PUScanalog Electronic Catalog
- Automatically determine Best Dealer Cost from your O/PUS supplied vendors and promotional pricing.



The O/PUS **OPdb** will read and update any item in your file that uses industry-established keys, such as the stock numbers provided by the vendors to O/PUS. O/PUS receives data directly from the vendors and passes it directly to you in an O/PUS-specified DDMS-loadable format.

Utilize Electronic Item Updates via the BPIR BBS Communication service¹



Numerous pricing information files are typically not available on electronic media(diskette, tape, etc.) from the vendor, but in paper form only. Therefore, OPUS created a service for the dealer, an electronic process of receiving and updating inventory pricing information - eliminating the need of manual entry, removing possible data entry errors, and saving valuable employee time.

Vendors have also recognized the BPIR BBS's simple method of providing general and confidential pricing information to the vendor's customer, expanding the list of pricing information files for distribution to the DDMS dealers via the BPIR BBS.

The BPIR BBS is the preferred manner that future regional and specialty vendors' product information will be distributed by OPUS. Also, the future regional and specialty vendors' pricing can be added to your Scanalog without effecting your regular inventory database, but allowing you to view the new vendors' pricing information.

¹ uses a DDMS approved modem you may already have connected to your DDMS system

Unsurpassed Customer Support and Documentation

O/PUS fully documents and supports its **OPdb** and file loading programs. The O/PUS staff has years of experience in programming and supporting DDMS dealers in the O/P Dealer system, particularly in item file loading, updating, and EDI communications.

Improve your systems' item file with services offered from O/PUS!

The following vendors are providing product information for distribution via O/PUS:

S.P.Richards*
United Stationers*
O Henry*
Action Wholesale*
Emco*
Hallmark

Mid-West Wholesale*
Daisytek
Pens Plus*
Mid Continent Office Distributors*
Service Wholesale
C-2-F Inc

Lesker Office Furniture
Azerty
MacPherson's
Horizon USA Data Supplies
Dallas Pen
Richards Pen

*flyers available

O/PUS OP-db* Software License and Database Agreement



This Agreement is made and entered into by and between Office Products Update Service, Inc. (O/PUS) and _____ (Customer).

- A. O/PUS has developed proprietary software programs to create a computerized database file, known as "OP-db", for the office products industry, based on information and data supplied to O/PUS by various office products wholesalers and other vendors (herein referred to as Vendors), for use on DDMS computer systems which are operating under DDMS Software Maintenance Agreements in a current status; and O/PUS provides a service for updating the information contained in the OP-db database file as provided by Vendors.
- B. Customer desires to subscribe to O/PUS's OP-db database file and service.
- C. O/PUS is willing to provide its OP-db file and service according to the terms and conditions of this agreement.

It is agreed between O/PUS and Customer that:

1. **Database (db) File.** O/PUS agrees to provide the Customer with streamer tape(s) and/or CDROM compatible with the Customer's DDMS computer system, containing the O/PUS OP-db office products database file and loading software for use by the Customer on its DDMS system. Customer agrees to maintain in effect its Software and Hardware Maintenance Agreement with DDMS.
2. **Update Service.** O/PUS agrees to send the updated OP-db file to the Customer in intervals specified in the Pricing Schedule. The updated OP-db file will contain changes in the database information as provided by the various Vendors supplying the information to O/PUS. O/PUS is not responsible for the timely delivery of updated data to O/PUS from the Vendors. O/PUS reserves the right to not send subsequent updates to Customer if the Customer has lapsed in its current status with its Software and Hardware Maintenance Agreement with DDMS.
3. **Billing and Terms.** Customer agrees to pay O/PUS in advance for the first six months of update service at the rate specified in the Pricing Schedule, and further agrees to pay O/PUS the amount specified in the Pricing Schedule, for each subsequent update. O/PUS reserves the right to change any fees specified in Pricing Schedule, subject upon a 30 day written notice from O/PUS to Customer. Invoices for update tapes sent out non-prepaid are payable immediately. Interest will be charged at 18%APR on all invoices 30 days pastdue. O/PUS reserves the right to not send subsequent updates to accounts that are 10 days pastdue until the account balance is paid in full.
4. **Copyright.** Customer acknowledges O/PUS's claim of copyright in and to the computer database matrix, the loading software, and resulting updates to each of these, and agrees that the database, software, and updates are provided to Customer only for Customer's sole and personal use in connection with the customer's business. Customer acknowledges the Vendors' claims of copyright in and to the information provided by the Vendors to O/PUS for incorporation in the OP-db database. Customer further agrees that, except to the extent necessary to incorporate the information into its computer file or to make necessary and reasonable backup copies, neither it nor any present or future affiliate will in any manner duplicate or copy the database or any update, nor permit the same to be duplicated or copied by any person or organization, nor sell, rent, transfer, loan, give, or otherwise transmit or release the database or updates by any means to any other person or organization. In the event O/PUS determines, in its sole judgement, that Customer has violated the terms of this Agreement, it may, at its option, without notice, immediately discontinue and cancel the Customer's update subscription by refunding any unused prepaid portion of the update fee. O/PUS shall have all of the rights and remedies available under the copyright laws of the United States and the laws of the State of Texas.
5. **Disclaimer.** O/PUS and the wholesalers, distributors, and other furnishers of data and information, make no warranties, express or implied, with respect to the streamer tape or diskettes utilized to transmit the database and/or software to the Customer, and expressly disclaims any implied warranties or merchantability or fitness for a particular purpose with respect to such media, the database, or software programming. O/PUS does not warrant the complete accuracy of the information contained in the database or updates, and shall not be responsible for computation or similar errors in the compilation of the database or updates. O/PUS shall not be responsible for consequential damages, delay damages, loss of use, loss of income or any other damages sustained by the Customer by reason of any manufacturing defects in such media, or compatibility and programming, or information contained in the database or updates. The Customer's damages shall be limited in all events to reimbursement of the cost of the update which is the subject of any damage claim. This limitation shall apply whether damage claims pertain to O/PUS's media; timeliness of delivery; accuracy of database information; or any other claim. O/PUS shall not be responsible for delays in shipping, handling or transmitting of data to Customer due to circumstances beyond O/PUS's control.
6. **Warranty of Purpose and Authorized Use; Nondisclosure; and Noncompetition.** Customer warrants and represents to O/PUS that it is not an office supply wholesaler and that it has authorized use of the information contained in the OP-db database, as authorized by the Vendors supplying said information. Customer further agrees to not knowingly or willfully use any unauthorized information. Customer shall notify O/PUS in writing immediately prior to the time it or any present or future affiliates participates as a wholesaler in the office supply business, or loads or uses unauthorized information - in such an event O/PUS shall be entitled to immediately terminate this Agreement. Customer agrees that neither it nor any of its present or future affiliates will compete with O/PUS directly or indirectly in producing and/or distributing databases and updates for use in the office supply business or otherwise compete with O/PUS in the western hemisphere during the pendency of this agreement and for three years following its termination.
7. **Effective date and Termination.** This Agreement shall be effective as of the date and year set forth below and shall continue in effect until terminated as provided by this Agreement. In addition to the provisions in this Agreement for immediate termination by O/PUS, this Agreement may be voluntarily terminated by either party upon 30 days written notice to the other.

_____ Customer's initials