

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. ___)*

ScanSoft, Inc.

(Name of Issuer)

Common Stock

(Title of Class of Securities)

80603P-10-7

(CUSIP Number)

Martin S. Wagner
Assistant Secretary
XEROX CORPORATION
800 Long Ridge Road
Stamford, Connecticut 06904
(203) 968-3000

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

MARCH 2, 1999

(Date of Event which Requires
Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of sections 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box / /.

NOTE: Schedules filed in paper format shall include a signed original and five copies of the Schedule, including all exhibits. See section 240.13d-7(b) for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. 80603P-10-7

13D

Page 2 of 17 Pages

1. NAME OF REPORTING PERSON

Xerox Corporation

S.S. OR I.R.S. IDENTIFICATION NO.
OF ABOVE PERSON (ENTITIES ONLY)

16-0468020

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

(a) /X/

(b) / /

3. SEC USE ONLY

4. SOURCE OF FUNDS

WC

5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
PURSUANT TO (d) OR 2(e) / /

6. CITIZENSHIP OR PLACE OF ORGANIZATION New York

NUMBER OF SHARES	7.	SOLE VOTING POWER	0
<hr/>			
BENEFICIALLY OWNED BY EACH	8.	SHARED VOTING POWER	11,853,602
<hr/>			
REPORTING PERSON WITH	9.	SOLE DISPOSITIVE POWER	0
<hr/>			
	10.	SHARED DISPOSITIVE POWER	11,853,602

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 11,853,602

12. CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES / /

13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 45%

14. TYPE OF REPORTING PERSON CO

1 NAME OF REPORTING PERSON Xerox Imaging Systems, Inc.
 S.S. OR I.R.S. IDENTIFICATION NO.
 OF ABOVE PERSON (ENTITIES ONLY) 94-2206814

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) /X/
 (b) / /

3 SEC USE ONLY

4 SOURCE OF FUNDS WC

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED
 PURSUANT TO ITEM 2(d) OR 2(e) / /

6 CITIZENSHIP OR PLACE OF ORGANIZATION Delaware

NUMBER OF SHARES	7	SOLE VOTING POWER	0

BENEFICIALLY OWNED BY EACH	8	SHARED VOTING POWER	11,853,602

REPORTING PERSON WITH	9	SOLE DISPOSITIVE POWER	0

	10	SHARED DISPOSITIVE POWER	11,853,602

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 11,853,602

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES / /

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 45%

14 TYPE OF REPORTING PERSON CO

ITEM 1. SECURITY AND ISSUER.

The class of equity securities to which this Statement on Schedule 13D (this "Statement") relates is the common stock, par value \$0.001 per share (the "Common Stock"), of ScanSoft, Inc., a Delaware corporation (formerly Visioneer, Inc. ("Visioneer") (the "Issuer"). The principal executive offices of the Issuer are located at 9 Centennial Drive, Peabody, Massachusetts 01960.

ITEM 2. IDENTITY AND BACKGROUND.

(a) This Statement is being filed by Xerox Corporation ("Xerox") and Xerox Imaging Systems, Inc. ("XIS" and, together with Xerox, the "Reporting Person"). Xerox is a corporation organized under the laws of the State of New York. Xerox is The Document Company and a leader in the global document market, providing document solutions that enhance business productivity. XIS is a corporation organized under the laws of the State of Delaware, the principal business of which is to own shares of Issuer's Common Stock. XIS is a wholly-owned subsidiary of Xerox. The applicable information concerning the directors and executive officers of each of Xerox and XIS is set forth on Schedule I attached hereto, which is incorporated herein by reference.

(b) The address of the principal executive offices of each of Xerox and XIS is 800 Long Ridge Road, Stamford, Connecticut 06904. The applicable information concerning the directors and executive officers of each of Xerox and XIS is set forth on Schedule I attached hereto, which is incorporated herein by

reference.

(c) The applicable information concerning the directors and executive officers of each of Xerox and XIS is set forth on Schedule I attached hereto, which is incorporated herein by reference.

(d)-(e) During the last five years, none of Xerox, XIS, nor, to the best knowledge of the Reporting Person, any person named in Schedule I attached hereto has been (a) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (b) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) The applicable information concerning the directors and executive officers of each of Xerox and XIS is set forth on Schedule I attached hereto, which is incorporated herein by reference.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

The Reporting Person acquired the Common Stock reported herein on March 2, 1999 (the "Closing Date") in connection with the consummation of the merger transaction (the Merger) contemplated by that certain Agreement and Plan of Merger dated as of December 2, 1998 by and between ScanSoft, Inc., a Delaware corporation ("ScanSoft"), a wholly owned subsidiary of XIS, and the Issuer (the "Merger Agreement"). XIS was the record owner

of 100% of the issued and outstanding shares of ScanSoft common stock and all of the issued and outstanding shares of ScanSoft Series A preferred stock. Pursuant to the Merger Agreement: (a) ScanSoft merged with and into the Issuer; (b) the Issuer's corporate name changed from "Vioneer, Inc." to "ScanSoft, Inc."; (c) 5,097,000 shares of Vioneer's Common Stock were cashed out using approximately \$10.5 million (or \$2.06 per share) in cash contributed by the Reporting Person out of working capital; and (d) XIS was issued 11,853,602 shares of the Issuer's Common Stock (or 45% of the total number of shares of Common Stock outstanding, based on a total of 26,341,338 outstanding shares of Common Stock, as of the Closing Date). In addition, XIS was issued a warrant to purchase up to 1,738,552 additional shares of Common Stock (the "Warrant") under certain circumstances and 3,562,238 shares of the Issuer's nonvoting Series B Preferred Stock (the "Series B") (or 100% of the total number of shares of Series B outstanding). The Warrant and Series B are described more fully in Item 6.

ITEM 4. PURPOSE OF THE TRANSACTION.

Xerox believes that the merger between Vioneer and ScanSoft has the potential to produce benefits to the combined company that would not be obtainable by either company on an independent basis. These potential benefits include significant technology and cost synergies, the rationalization and expansion of a number of key OEM relationships and an expansion of retail channel opportunities.

Xerox, XIS, Vioneer and several holders of shares of

Visioneer common stock, entered into a Voting Agreement, effective as of the Closing Date (the "Voting Agreement"), attached hereto as Exhibit 1 and incorporated herein by reference. The Voting Agreement requires all of the parties thereto to nominate and elect certain persons to the Issuer's Board of Directors, including up to two designees of the Reporting Person. In all other respects, the parties to the Voting Agreement are free to vote in their sole discretion. (The Voting Agreement is described more fully in Item 6).

Except as set forth above and as described below in Item 6, the Reporting Person has no plan or proposal of the type described in subparagraphs (a) through (j) of Item 4 of Schedule 13D.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER.

(a) XIS owns of record 11,853,602 shares of Common Stock which represents 45% of the outstanding shares of the Issuer's Common Stock, based a total of 26,341,338 outstanding shares of Common Stock, as of the Closing Date.

(b) Xerox and XIS share voting and investment power with respect to the 11,853,602 shares of Common Stock.

(c) Except the receipt of 11,853,602 shares of Common Stock in the Merger, neither Xerox nor XIS has effected any transaction in shares of Common Stock during the past 60 days.

(d) Not applicable.

(e) Not applicable. The applicable information concerning the directors and executive officers of each of Xerox and XIS is set forth on

Schedule I attached hereto, which is incorporated herein by reference.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER.

Except as set forth below in this Item 6, there is no contract, arrangement, understanding or relationship (legal or otherwise) among the persons named above in Item 2 or between any such person and any other person with respect to any securities of the Issuer, including but not limited to transfer or voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees or profits, division of profits or loss, or the giving or withholding of proxies:

VOTING AGREEMENT. Xerox, XIS, Visioneer and several holders of Visioneer common stock entered into the Voting Agreement effective at the close of the Merger. They have each agreed to vote to elect certain nominees to the Issuer's Board of Directors, including up to two persons designated by the Reporting Person. In accordance with the Voting Agreement, the board of directors has been increased to seven persons. Two designees of the Reporting Person, as well as the Chief Executive Officer of the Issuer, have been elected to the board. Currently, one of the Reporting Person's designees, Paul A. Ricci, is Chairman of the Board.

At each annual meeting of stockholders of the Issuer during the term of the Voting Agreement, or at any special meeting of stockholders at which board members are to be elected, the parties to the Voting Agreement will vote their shares so as to elect the following directors:

(a) so long as the Reporting Person owns at least 20% of the Issuer's outstanding voting stock: two persons designated by the Reporting Person, two individuals designated by the four members of the Issuer's board of directors who were not nominated by the Reporting Person and who are not the Issuer's Chief Executive Officer, the Issuer's then current Chief Executive Officer, and two independent members with relevant industry experience who are to be designated by at least four out of the five directors who are not considered to be independent directors; or

(b) so long as the Reporting Person owns at least 10% of the Issuer's outstanding voting stock: one person designated by the Reporting Person, two individuals designated by the five members of the board who were not nominated by the Reporting Person and who are not Issuer's Chief Executive Officer, Issuer's then current Chief Executive Officer, and three independent members with relevant industry experience who are designated by at least three out of the four directors who are not considered to be independent directors.

The Voting Agreement will terminate upon the earliest to occur of (1) the sale of all or substantially all of the Issuer's property or business or its merger into or consolidation with any other corporation or if the Issuer effects any other transaction(s) in which more than 50% of its voting power is disposed of; (2) such time as the Reporting Person owns less than 10% of Issuer's outstanding voting stock; or (3) such time as the non-Reporting Person parties to the voting agreement own, in the aggregate, less than 7% of the Issuer's outstanding voting stock; provided, however, that if such time occurs prior to the second anniversary of the Closing Date of the Merger and the Reporting Person holds at such time shares of the Issuer's Series B Preferred Stock, the Voting Agreement will not terminate until the earlier of (x) the second anniversary of the Closing Date and (y) the date on which the Reporting

Person (together with its affiliates) no longer holds any shares of the Issuer's Preferred Stock. The foregoing summary of the Voting Agreement is qualified in its entirety by reference to the copy of the Voting Agreement attached as Exhibit 1 to this Statement and incorporated herein by reference.

THE SERIES B PREFERRED STOCK. In connection with the Merger, XIS was issued 3,562,238 shares of the Issuer's nonvoting Series B Preferred Stock. The Series B Preferred Stock is convertible into shares of Common Stock on a share for share basis at the option of the Reporting Person at any time after the second anniversary of Closing Date of the Merger Agreement; provided, however, that the Series B Preferred Stock becomes convertible immediately if the Reporting Person's ownership of outstanding Issuer Common Stock is less than 30%, unless such conversion would result in the Reporting Person owning more than 50% of the outstanding Issuer Common Stock. The Series B Preferred Stock is entitled to noncumulative dividends at the rate of \$0.065 per annum only if and to the extent declared by the Issuer's Board of Directors. The Series B Preferred Stock has a liquidation preference of \$1.30 per share plus all declared but unpaid dividends. The Series B Preferred Stock does not have any voting rights, except for such rights as are provided under Delaware law. The foregoing summary of certain aspects of the Series B Preferred Stock is qualified in its entirety by reference to the copy of the Amended and Restated Certificate of Incorporation attached as Exhibit 4.1

to the Issuer's Current Report on Form S-8 filed with the Commission on March 12, 1999 (the "Issuer's Current Report") and incorporated herein by reference.

COMMON STOCK WARRANT. At the Closing Date of the Merger, Issuer issued to XIS a ten-year warrant that allows XIS to acquire a number of shares of Common Stock equal to the number of options to purchase Common Stock (whether vested or unvested) that remain unexercised at the termination of any ScanSoft option assumed by the Issuer in the Merger. The exercise price for each warrant share is the same as the exercise price of each assumed ScanSoft option, as adjusted by the exchange ratio in the Merger. If all of the assumed ScanSoft options terminate without being exercised, XIS would be entitled to purchase approximately 1,738,552 additional shares of the Issuer's Common Stock. The Warrant is exercisable at any time that shares are available for acquisition under the Warrant; provided, however, XIS may not exercise the Warrant prior to two years from the date of its initial issuance unless, immediately after such exercise, XIS owns directly or indirectly a number of outstanding shares of the Issuer's Common Stock that represents less than 45% of the total number of shares of Issuer's Common Stock outstanding immediately after such exercise. The foregoing summary of the Common Stock Warrant is qualified in its entirety by reference to the copy of the warrant attached as Annex A to

the Issuer's Registration Statement on Form S-4 filed with the Commission on January 14, 1999 and incorporated herein by reference.

REGISTRATION RIGHTS AGREEMENT. Xerox, XIS and Visioneer entered into a Registration Rights Agreement ("Registration Rights Agreement"), effective as of the Closing Date, in connection with the consummation of the Merger. Pursuant to the Registration Rights Agreement, the Reporting Person may demand registration under the Securities Act of some or all of the shares of Common Stock owned by the Reporting Person (including upon conversion of the Series B Preferred Stock or pursuant to the exercise of the Common Stock Warrant). Each such registration will be at the Issuer's expense. The Issuer may postpone such a demand under certain circumstances. In addition, the Reporting Person may request the Issuer to include shares of Common Stock held by the Reporting Person in any registration proposed by the Issuer of such Common Stock. The foregoing summary of the Registration Rights Agreement is qualified in its entirety by reference to the copy of the Registration Rights Agreement attached as Annex A to Issuer's Registration Statement on Form S-4 filed with the Commission on January 14, 1999 and incorporated herein by reference.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS.

Exhibit 1 - Voting Agreement, dated March 2, 1999, between Xerox, XIS, Visioneer and the Investors.

SIGNATURE

After reasonable inquiry and to the best of my knowledge

and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated as of March 12, 1999.

XEROX CORPORATION

XEROX IMAGING SYSTEMS, INC.

By /s/ Martin S. Wagner

By /s/ Martin S. Wagner

Name Martin S. Wagner

Name Martin S. Wagner

Title Assistant Secretary

Title Secretary

SCHEDULE I

ITEM 2. IDENTITY AND BACKGROUND

Set forth below is the name of each director of Xerox, the present principal occupation of such director and the business address of such director. Unless otherwise noted, the address below is that of the organization in which each director's present principal occupation is conducted, which is also the business address of such director.

DIRECTOR'S NAME	PRESENT PRINCIPAL OCCUPATION	ADDRESS
Paul A. Allaire	Chairman of the Board, Chief Executive Officer and Chairman of the Executive Committee	Xerox Corporation 800 Long Ridge Road P.O. Box 1600 Stamford, CT 06904-1600
B.R. Inman	Investor	Suite 500 701 Brazos Street Austin, TX 78701 (mailing address)
Antonia Ax:son Johnson	Chairman	Axel Johnson AB P.O. Box 26008 - Villagatan 6 Stockholm S-100 41, Sweden
Vernon E. Jordan, Jr.	Partner	Akin, Gump, Strauss, Hauer & Feld, L.L.P. 1333 New Hampshire Ave, N.W. Suite 400 Washington, D.C. 20036
Yotaro Kobayashi	Chairman and Chief Executive Officer	Fuji Xerox Co., Ltd. 2-17-22 Akasaka, Minato-ku Tokyo 107, Japan
Hilmar Kopper	Chairman of the Supervisory Board	Deutsche Bank AG Taunusanlage 12 Frankfurt 60262, Germany
Ralph S. Larsen	Chairman and Chief Executive Officer	Johnson & Johnson One Johnson & Johnson Plaza New Brunswick, NJ 08933
George J. Mitchell	Special Counsel	Verner, Liipfert, Bernhard, McPherson and Hand, Chartered 901 15th Street, N.W., Suite 700 Washington, D.C. 20005
N.J. Nicholas, Jr.	Investor	Suite 19F, 45 W. 67th Street New York, NY 10023 (mailing address)
John E. Pepper	Chairman of the Board and Chief Executive Officer	Procter & Gamble Company One Procter & Gamble Plaza Cincinnati, OH 45202
Patricia F. Russo	Executive Vice President, Chief Staff Officer	Lucent Technologies Inc. 600 Mountain Ave., Room 61C326 Murray Hill, NJ 07974

Martha R. Seger	Distinguished Visiting Professor of Finance, Northern Arizona University	Martha R. Seger Financial Group, Inc. 220 Park Avenue Birmingham, MI 48009 (mailing address)
Thomas C. Theobald	Managing Director,	William Blair Venture Partners, L.L.C. Suite 3300 222 West Adams Street Chicago, IL 60606-5312 (mailing address)
G. Richard Thoman	President and Chief Operating Officer	Xerox Corporation 800 Long Ridge Road 222 West Adams Street P.O. Box 1600 Stamford, CT 06904-1600

Each of the directors named above (other than Antonia Ax:son Johnson, Yotaro Kobayashi and Hilmar Kopper) is a United States citizen. Antonia Ax:son Johnson is a citizen of Sweden, Yotaro Kobayashi a citizen of Japan, and Hilmar Kopper a citizen of Germany.

Set forth below is the name and title of each executive officer of Xerox:

Officer's Name - - - - -	Title - - - - -
Paul A. Allaire	Chairman of the Board, Chief Executive Officer and Chairman of the Executive Committee
G. Richard Thoman	President and Chief Operating Officer
William F. Buehler	Executive Vice President Industry Solutions Operations
Allan E. Dugan	Executive Vice President Business Group Operations
Anne M. Mulcahy	Executive Vice President General Markets Operations
Carlos Pascual	Executive Vice President Deputy Executive Officer Industry Solutions Operations
Barry D. Romeril	Executive Vice President and Chief Financial Officer
Patrick J. Martin	Senior Vice President President, Developing Markets Operations
Michael Miron	Senior Vice President Corporate Business Strategy and Development
Hector J. Motroni	Senior Vice President and Chief Staff Officer
Mark B. Myers	Senior Vice President Xerox Research and Technology
Richard S. Paul	Senior Vice President and General Counsel
Eunice M. Filter	Vice President, Treasurer and Secretary
Phillip D. Fishbach	Vice President and Controller

The organization in which the present principal occupation of each of the executive officers named above is conducted is Xerox, P.O. Box 1600, 800 Long Ridge Road, Stamford, Connecticut 06904-1600. Each of the officers named above (other than Barry D. Romeril and Carlos Pascual) is a United States citizen. Barry D. Romeril is a citizen of Great Britain, and Carlos Pascual is a citizen of Spain.

Set forth below is the name of the sole director of XIS, his present

principal occupation and business address. Unless otherwise noted, the address below is that of the organization in which his present principal occupation is conducted, which is also his business address.

PRESENT

Director's Name	Principal Occupation	Address
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Paul A. Ricci	Chairman and President	Xerox Imaging Systems, Inc. c/o Xerox Corporation 800 Long Ridge Road P.O. Box 1600 Stamford, CT 06904-1600

Paul A. Ricci is a United States citizen.

Set forth below is the name and title of each executive officer of XIS:

Officer's Name	Title
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Paul A. Ricci	Chairman and President

The organization in which the present principal occupation of Paul A. Ricci is conducted is Xerox Imaging Systems, Inc., c/o Xerox Corporation, P.O. Box 1600, 800 Long Ridge Road, Stamford, Connecticut 06904-1600. Paul A. Ricci is a United States citizen.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER

(a)-(c) Each of Mark B. Meyers and Paul A. Ricci received stock options, none of which are currently vested, under the Issuer's employee stock option plan covering 20,000 shares of Common Stock. It is expected that all such stock options will be returned to the Issuer or otherwise cancelled in the near future. Based on the Reporting Person's information and belief, none of the other directors and executive officers named in Item 2 of this Schedule I (i) beneficially owns any shares of Common Stock, (ii) has either sole or shared power to vote or to direct the vote or to dispose or direct the disposition of any shares of Common Stock, or (iii) has effected any transaction in shares of Common Stock during the past 60 days.

The foregoing responses are based upon the Reporting Person's information and belief and are subject to change pending its receipt of questionnaires from the other directors and executive officers named in Item 2 of this Schedule I indicating a different response. Upon receipt of such questionnaires indicating a different response, the Reporting Person will promptly file an amendment to this Schedule 13D.

(d) Not applicable.

(e) Not applicable.

VISIONEER, INC.

VOTING AGREEMENT

This Voting Agreement (the "AGREEMENT") is made as of the 2nd day of March 1999, by and among Visioneer, Inc., a Delaware corporation (the "COMPANY"), Xerox Imaging Systems, Inc. a Delaware Corporation, and Xerox Corporation, a New York corporation (together "XEROX"), and the current holders of shares of the Company's Common Stock listed on EXHIBIT A (collectively, the "CURRENT HOLDERS").

RECITALS

The Company and ScanSoft, Inc., a Delaware corporation ("SCANSOFT") and a wholly-owned subsidiary of Xerox, are concurrently with the execution of this Agreement entering into an Agreement and Plan of Merger dated as of the date hereof (the "MERGER AGREEMENT"). Section 6.12 of the Merger Agreement provides that the Company, Xerox and the Current Holders enter into this Agreement to provide for the nomination and election of the Company's Board of Directors. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Merger Agreement.

AGREEMENT

The parties agree as follows:

1. ELECTION OF DIRECTORS.

1.1 BOARD REPRESENTATION. As of the Effective Time of the Merger Agreement, the Company's Bylaws shall provide for a Board of Directors comprised of seven (7) members. At the first meeting of the Board of Directors after the Effective Time, the current directors of the Company shall vote to appoint to the Board two (2) new directors based on nominations received from Xerox and the Company's new Chief Executive Officer (the "CEO"). Thereafter, at each annual meeting of the stockholders of the Company, or at any meeting of the stockholders of the Company at which members of the Board of Directors of the Company are to be elected, or whenever members of the Board of Directors are to be elected by written consent, Xerox and the Current Holders agree to vote or act with respect to their shares so as to elect the following directors:

(a) so long as Xerox owns at least twenty percent (20%) of the Company's outstanding voting stock: (i) two (2) members of the Company's Board of Directors designated by Xerox; (ii) two (2) members of the Company's Board of Directors designated by the four members of the Board who were not nominated by Xerox and who are not the CEO (the "NON-XEROX/NON-CEO DIRECTORS"); (iii) the Company's then current CEO; and (iv) two (2) independent members of the Company's Board of Directors with relevant industry experience who are designated by at least four out of the five directors who are not considered independent directors; or

(b) so long as Xerox owns at least ten percent (10%) of the Company's outstanding voting stock: (i) one (1) member of the Company's Board of Directors designated by Xerox; (ii) two (2) members of the Company's Board of Directors designated by the Non-Xerox/Non-CEO Directors; (iii) the Company's then current CEO; and (iv) three (3) independent members of the Company's Board of Directors with relevant industry experience who are designated by at least three out of the four directors who are not considered independent directors;

1.2 APPOINTMENT OF DIRECTORS. In the event of the resignation, death, removal or disqualification of a director designated pursuant to Section 1.1 above, the party or parties who were authorized to nominate such director pursuant to Section 1.1 above shall promptly nominate a new director, and, after written notice of the nomination has been given by such nominating party or parties to the Company's Board of Directors, then each party hereto shall vote its shares of capital stock of the Company to elect such nominee to the Board of Directors.

1.3 REMOVAL. Any director may be removed hereunder only in accordance with the Bylaws of the Company and Delaware General Corporation Law; PROVIDED, HOWEVER, that Xerox may remove its designated directors at any time and from time to time, with or without cause (subject to the Bylaws of the Company as in effect from time to time and any requirements of law), in its sole discretion, and after written notice to each of the parties hereto of the new nominee to

replace such director, each party hereto shall promptly vote its shares of capital stock of the Company to elect such nominee to the Board of Directors.

2. ADDITIONAL REPRESENTATIONS AND COVENANTS.

2.1 NO REVOCATION; GRANT OF PROXY. The voting agreements contained herein are coupled with an interest and may not be revoked during the term of this Agreement. Should the provisions of this Agreement be construed to constitute the granting of proxies, such proxies shall be deemed to be coupled with an interest and are irrevocable for the term of this Agreement.

2.2 CHANGE IN NUMBER OF DIRECTORS. The parties hereto will not vote for any amendment or change to the Certificate of Incorporation or Bylaws providing for the election of more or less than seven (7) directors, or any other amendment or change to the Certificate of Incorporation or Bylaws inconsistent with the terms of this Agreement.

3. TERMINATION.

3.1 TERMINATION EVENTS. This Agreement shall terminate upon the earlier of:

(a) The sale, conveyance, disposal, or encumbrance of all or substantially all of the Company's property or business or the Company's merger into or consolidation with any other corporation (other than a wholly-owned subsidiary corporation) or if the Company effects any other transaction or series of related transactions in which more than fifty percent (50%) of the voting power of the Company is disposed of, PROVIDED that this Section

3.1(a) shall not apply to a merger effected exclusively for the purpose of changing the domicile of the Company;

(b) Such time as Xerox owns less than twenty percent (10%) of the outstanding voting stock of the Company; or

(c) Such time as the Current Holders own, in the aggregate, less than seven percent (7%) of the outstanding voting stock of the Company; provided, however, that if such time occurs prior to the second anniversary of the Effective Time and Xerox (or an affiliate thereof) holds at such time shares of the Company's Series B Preferred Stock, this Agreement shall not terminate pursuant to this Section 3.1(c) until the earlier of (X) the second anniversary of the Effective Time and (Y) the date on which Xerox (together with its affiliates) no longer hold any shares of the Company's Series B Preferred Stock.

4. MISCELLANEOUS.

4.1 SUCCESSORS AND ASSIGNS. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

4.2 AMENDMENTS AND WAIVERS. Any term hereof may be amended or waived only with the written consent of the Company, Xerox and each of the Current Holders. Any amendment or waiver effected in accordance with this Section 4.2 shall be binding upon the Company, Xerox and each of the Current Holders, and each of their respective successors and assigns.

4.3 NOTICES. Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient on the date of delivery, when delivered personally or by overnight courier or sent by telegram or fax (with confirmation of successful transmission), or forty-eight (48) hours after being deposited in the U.S. mail, as certified or registered mail, with postage prepaid, and addressed to the party to be notified at such party's address or fax number as set forth on the signature page or on EXHIBIT A hereto, or as subsequently modified by written notice.

4.4 SEVERABILITY. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement, (b) the balance of the Agreement shall be interpreted as if such provision were so excluded and (c) the balance of the Agreement shall be enforceable in accordance with its terms.

4.5 GOVERNING LAW. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and

interpreted in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law.

4.6 COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

4.7 TITLES AND SUBTITLES. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

4.8 SPECIFIC ENFORCEMENT. It is agreed and understood that monetary damages would not adequately compensate an injured party for the breach of this Agreement by any party hereto, that this Agreement shall be specifically enforceable, and that any breach or threatened breach of this Agreement shall be the proper subject of a temporary or permanent injunction or restraining order. Further, each party hereto waives any claim or defense that there is an adequate remedy at law for such breach or threatened breach.

[Signature Page Follows]

The parties hereto have executed this Voting Agreement as of the date first written above.

COMPANY:

VISIONEER, INC.

By: /s/ Larry Smart

Larry Smart, President

Address: 3400 Campus Drive
Fremont, CA 94555
Fax Number: (510-608-0300)

XEROX CORPORATION

By: /s/ Paul A. Ricci

Name: -----
(print)

Title: -----

Address: 800 Long Ridge Road
Stamford, CT 06904-1600
Fax Number: (203) 968-4566

XEROX IMAGING SYSTEMS, INC.

By: /s/ Paul A. Ricci

Name: _____

Title: _____
(print)

Address: 800 Longe Ridge Road
Stamford, CT 06904-1600
Fax Number: (203) 968-4301

SIGNATURE PAGE TO VOTING AGREEMENT

CURRENT HOLDERS:

TECHNOLOGY VENTURE INVESTORS-IV
AS NOMINEE FOR
TECHNOLOGY VENTURE INVESTORS-4 L.P.
TVI PARTNERS-4, L.P. AND
TVI AFFILIATES-4, L.P.
BY: TVI MANAGEMENT-4, L.P., GENERAL PARTNER

BY: /s/ David Marquardt

GENERAL PARTNER

MORGAN STANLEY VENTURE CAPITAL FUND II, L.P.

By: /s/ William J. Harding

Name: -----
(print)

Title: -----

PARVEST U.S. PARTNERS II, C.V.

By: /s/ Vincent Worms

Name: Vincent Worms

(print)

Title: General Partner

EXHIBIT A

CURRENT HOLDERS

Name/Address/Fax No.

Technology Venture Investors - IV
2480 Sand Hill Road
Suite 101
Menlo Park, CA 94025
Fax Number: 650-854-4187

Morgan Stanley Venture Capital Fund II, LP
3000 Sand Hill Road
Building 4, Suite 250
Menlo Park, CA 94025
Fax Number: 650-233-2626

Parvest U.S. Partners II, C.V.
Partech International Ventures VOF
U.S. Growth Fund Partners C.V.
Double Black Diamond I LLC
Almanori Limited
Multinvest LLC
Vencent Worms
Thomas G. McKinley
BVI Venture Managers

101 California Street, Suite 3150
San Francisco, CA 94111
Fax Number: 415-788-6763