SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

SCHEDULE 13D
(Rule 13d-101)

UNDER THE SECURITIES EXCHANGE ACT OF 1934
(Amendment No. 1)1

SCANSOFT, INC.

(Name of Issuer)

Common Stock, par value $.001 per share

(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)

January 15, 2000

(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 Rule 13d-7(b) for other parties to whom copies are to be sent.

1 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).

(1)	NAMES OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)	Xerox Corporation 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 IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)		/ /
(6) CITIZENSHIP OR PLACE OF ORGANIZATION		New York
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	(7) SOLE VOTING POWER	0
	(8) SHARED VOTING POWER	11,853,602*
	(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 IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES		/ /
(13) PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)		44.4%
(14) TYPE OF REPORTING PERSON		CO

* Pursuant to the Caere Voting Agreement (as defined in Item 4 below) between Caere Corporation, a Delaware corporation ("Caere"), and Xerox Imaging Systems, Inc., a Delaware corporation ("XIS") and a wholly-owned subsidiary of Xerox Corporation, a New York corporation ("Xerox"), XIS has irrevocably appointed Caere's Board of Directors as its sole and exclusive proxy to vote the capital stock of ScanSoft, Inc., a Delaware corporation ("Issuer"), which XIS owns in favor of the Caere Merger (as defined in Item 4 below), as described in greater detail in Items 4 and 6 below.

(1) NAMES OF REPORTING PERSONS I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)		Xerox Imaging Systems, Inc. 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 IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)		/ /
(6) CITIZENSHIP OR PLACE OF ORGANIZATION		Delaware
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	(7) SOLE VOTING POWER	0
	(8) SHARED VOTING POWER	11,853,602*

	(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 IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES		/ /
(13) PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)		44.4%
(14) TYPE OF REPORTING PERSON (SEE INSTRUCTIONS)		CO

* Pursuant to the Caere Voting Agreement (as defined in Item 4 below) between Caere and XIS, XIS has irrevocably appointed Caere's Board of Directors as its sole and exclusive proxy to vote the capital stock of the Issuer which XIS owns in favor of the Caere Merger (as defined in Item 4 below), as described in greater detail in Items 4 and 6 below.

Introductory Statement

This Amendment No. 1 (this "Amendment") to the Statement on Schedule 13D (the "Statement") relates to the common stock, par value $0.001 per share (the "Common Stock"), of ScanSoft, Inc., a Delaware corporation (formerly Visioneer, Inc. "Visioneer") (the "Issuer"). This Amendment amends and supplements the Statement originally filed with the Securities and Exchange Commission (the "Commission") by Xerox and XIS (together, the "Reporting Person") on March 12, 1999.

The information contained herein with respect to persons other than the Reporting Person has been obtained from public information, including public filings made under the Securities and Exchange Act of 1934, or has been provided to the Reporting Person by the relevant parties. The Reporting Person has not independently verified and assumes no responsibility for the accuracy or completeness of such information.

Item 3. Source and Amount of Funds or Other Consideration.

Item 3 is hereby amended and restated to read in its entirety as follows:

The Reporting Person acquired the Common Stock reported herein on March 2, 1999 (the "Visioneer Merger Closing Date") in connection with the consummation of the merger transaction (the "Visioneer 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"), then a wholly-owned subsidiary of XIS, and the Issuer (the "Visioneer 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 Visioneer Merger Agreement: (a) ScanSoft merged with and into the Issuer; (b) the Issuer's corporate name changed from "Visioneer, Inc." to "ScanSoft, Inc."; (c) 5,097,000 shares of Visioneer'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. The 11,853,602 shares had represented 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 Visioneer Merger Closing Date, but represents 44.4% of the total number of shares of Common Stock outstanding, based on a total of 26,595,511 outstanding shares of the Issuer's Common Stock, as of January 15, 2000. In addition, XIS was issued a warrant to purchase, based on the current market value of Common

Stock, approximately 316,630 additional shares of Common Stock (the "Warrant") under certain circumstances, and XIS was issued 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.

Item 4 is hereby amended and restated to read in its entirety as follows:

In connection with the Visioneer Merger, Xerox, XIS, Visioneer and several holders of shares of Visioneer common stock, entered into a Voting Agreement, effective as of the Visioneer Merger Closing Date (the

"Visioneer Merger Voting Agreement"). The Visioneer Merger Voting Agreement was filed with the Commission as Exhibit 1 to the Statement, and is incorporated herein by reference. The Visioneer Merger 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 Visioneer Merger Voting Agreement are free to vote in their sole discretion. The Visioneer Merger Voting Agreement is described more fully in Item 6.

On January 15, 2000, the Issuer, Caere and Scorpion Acquisitions Corporation, a Delaware corporation and a wholly owned subsidiary of the Issuer ("Merger Sub"), entered into an Agreement and Plan of Reorganization (the "Caere Merger Agreement"). The Caere Merger Agreement provides that, subject to the terms and conditions thereof, (i) Caere will merge with and into Merger Sub, with Merger Sub continuing as the surviving corporation (the " Caere Merger"), and all of Caere's capital stock issued and outstanding immediately prior to the effective time of the Caere Merger will be converted into the Issuer's Common Stock and the right to receive cash payment in an amount determined pursuant to the Caere Merger Agreement.

As a condition to the execution of the Caere Merger Agreement, XIS and Caere entered into a Parent Voting Agreement made as of January 15, 2000 (the "Caere Voting Agreement"), pursuant to which XIS agreed to, among other things, vote all of the 11,853,602 shares of Common Stock, the Warrant and the Series B which XIS owns (the "Caere Voting Agreement Shares"), and XIS has irrevocably appointed Caere's Board of Directors as its sole and exclusive proxy to vote, in favor of the issuance of shares of the Issuer's Common Stock pursuant to the Caere Merger, and an amendment to the Issuer's Certificate of Incorporation to increase the authorized number of shares of the Issuer's Common Stock by an amount sufficient to permit the Issuer to effect the lawful and valid issuance to the Caere stockholders of that number of shares of the Issuer's Common Stock to be issued to the Caere stockholders pursuant to the Caere Merger Agreement. The Caere Merger 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.

Item 5 is hereby amended and restated to read in its entirety as follows:

(a) XIS owns of record 11,853,602 shares of Common Stock which represents 44.4% of the outstanding shares of the Issuer's Common Stock, based on a total of 26,595,511 shares of Common Stock outstanding as of January 15, 2000. XIS received stock options covering 20,000 shares of Common Stock.

(b) Xerox and XIS share voting and investment power with respect to the 11,853,602 shares of Common Stock. In addition, pursuant to the Caere Voting Agreement, XIS agreed to, among other things, vote all of the 11,853,602 shares of Common Stock and the other Caere Voting Agreement Shares, and XIS has irrevocably appointed Caere's Board of Directors as its sole and exclusive proxy to vote, in favor of the issuance of shares of the Issuer's Common Stock pursuant to the Caere Merger, and an amendment to the Issuer's Certificate of Incorporation to increase the authorized number of shares of the Issuer's Common Stock by an amount sufficient to permit the

Issuer to effect the lawful and valid issuance to the Caere stockholders of that number of shares of the Issuer's Common Stock to be issued to the Caere stockholders pursuant to the Caere Merger Agreement. The Caere Merger Voting Agreement is described more fully in Items 4 and 6.

(c) 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.

Item 6 is hereby amended and restated to read in its entirety as follows:

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:

VISIONEER VOTING AGREEMENT. Xerox, XIS, Visioneer and several holders of Visioneer common stock entered into the Visioneer Voting Agreement effective at the close of the Visioneer 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 Visioneer Voting Agreement, the Issuer's 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 Issuer's Board.

At each annual meeting of stockholders of the Issuer during the term of the Visioneer Voting Agreement, or at any special meeting of stockholders at which board members are to be elected, the parties to the Visioneer 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 Visioneer 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 Visioneer Merger Closing Date the Reporting Person holds at such time shares of the Issuer's Series B Preferred Stock, the Visioneer Voting Agreement will not terminate until the earlier of (x) the second anniversary of the Visioneer Merger 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 Visioneer Voting Agreement is qualified in its entirety by reference to the copy of the Visioneer Voting Agreement which is attached as Exhibit 1 to the Statement filed with the Commission on March 12, 1999 by the Reporting Person and is incorporated herein by reference.

CAERE VOTING AGREEMENT. As a condition to the execution of the Caere Merger Agreement, XIS and Caere entered into the Caere Voting Agreement, pursuant to which XIS agreed to, among other things, vote all of the Caere Voting Agreement Shares, and XIS has irrevocably appointed Caere's Board of Directors as its sole and exclusive proxy to vote, in favor of the issuance of shares of the Issuer's Common Stock pursuant to the Caere Merger, and an amendment to the Issuer's Certificate of Incorporation to increase the authorized number of shares of the Issuer's Common Stock by an amount sufficient to permit the Issuer to effect the lawful and valid issuance to the Caere stockholders of that number of shares of the Issuer's Common Stock to be issued to the Caere stockholders pursuant to the Caere Merger Agreement.

The foregoing summary of the Caere Voting Agreement is qualified in its entirety by reference to the copy of the Caere Voting Agreement which is attached as Exhibit 1(b) to this Amendment.

THE SERIES B. In connection with the Visioneer Merger, XIS was issued 3,562,238 shares of Series. The shares of Series B are 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 the Visioneer Merger Closing Date; provided, however, that the Series B shares become convertible immediately if the Reporting Person's ownership of outstanding shares of the Issuer's Common Stock is less than 30%, unless such conversion would result in the Reporting Person owning more than 50% of the outstanding shares of the Issuer's Common Stock. The Series B 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 has a liquidation preference of $1.30 per share plus all declared but unpaid dividends.

The Series B 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 PrStock is qualified in its entirety to the copy

of the Amended and Restated Certificate of Incorporation attached as Exhibit 4.1 to the Issuer's Current Report on Form 8-K filed with the Commission on March 17, 1999 and incorporated herein by reference.

WARRANT. At the Visioneer Merger Closing Date, the Issuer issued to XIS the Warrant. The Warrant is has a term of ten years and 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 Visioneer 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 Visioneer Merger. If all of the assumed ScanSoft options terminate without being exercised, XIS would be entitled to purchase, as of January 15, 2000, approximately 316,630 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, the 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 Warrant is qualified in its entirety by reference to the copy of the Warrant which is attached as Annex A to the Issuer's Registration Statement on Form S-4 and is incorporated herein by reference.

REGISTRATION RIGHTS AGREEMENT. Xerox, XIS and Visioneer entered into

a Registration Rights Agreement (the "Registration Rights Agreement"), effective as of the Visioneer Merger Closing Date, in connection with the consummation of the Visioneer Merger. Pursuant to the Registration Rights Agreement, the Reporting Person may demand registration under the Securities Act of 1933 of some or all of the shares of Common Stock owned by the Reporting Person (including upon conversion of the Series B or pursuant to the exercise of the 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 and incorporated herein by reference.

Item 7. Material to be filed as Exhibits.

Exhibit 1(a)- Voting Agreement, dated March 2, 1999, between Xerox, XIS, Visioneer and the Investors (incorporated by reference to Exhibit 1 to Schedule 13D filed with the Commission on March 12, 1999 by Xerox and XIS in respect of the Issuer's Common Stock).

Exhibit 1(b)- Form of the Parent Voting Agreement, made as of January 15, 2000, between Caere and XIS.

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 February 3, 2000.

XEROX CORPORATION

/s/ MARTIN S. WAGNER

By: Martin S. Wagner
Assistant 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 and Chairman of the Executive Committee Stamford, CT 06904-1600	Xerox Corporation 800 Long Ridge Road P.O. Box 1600
William F. Buehler	Vice Chairman and President, Industry Solutions Operations	Xerox Corporation 800 Long Ridge Road P.O. Box 1600
B.R. Inman	Investor	Suite 500 701 Brazos Street Austin, TX 78701 (mailing address)
Antonia Ax:son Johnson	Chairman	Axel Johnson Group P.O. Box 26008 - Villagatan 6 Stockholm S-100 41, Sweden
Vernon E. Jordan, Jr.	Senior Counsel	Akin, Gump, Strauss, Hauer & Feld, L.L.P. 1333 New Hampshire Ave, N.W.

		Suite 400 Washington, D.C. 20036
	Senior Managing Director	Lazard Freres & Co., LLC 30 Rockefeller Center New York, NY 10020
Yotaro Kobayashi	Chairman of the Board	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	The Procter & Gamble Company One Procter & Gamble Plaza Cincinnati, OH 45202
Barry D. Romeril	Vice Chairman and Chief Financial Officer	Xerox Corporation 800 Long Ridge Road P.O. Box 1600
Patricia F. Russo	Executive Vice President, Business Development Corporate Operations	Lucent Technologies Inc. 283 King George Road, Room C4C01 Murray Hill, NJ 07974
Martha R. Seger	Financial economist and Former Governor, Federal Reserve System; currently 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 Capital Partners, L.L.C. Suite 1300 222 West Adams Street Chicago, IL 60606-5312 (mailing address)
G. Richard Thoman	President and Chief Executive Officer	Xerox Corporation 800 Long Ridge Road 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
G. Richard Thoman	President and Chief Executive Officer
Paul A. Allaire	Chairman of the Board and Chairman of the Executive Committee
William F. Buehler	Vice Chairman and President, Industry Solutions Operations
Barry D. Romeril	Vice Chairman and Chief Financial Officer
Pierre Danon	Senior Vice President and President, European Solutions Group

Thomas J. Dolan	Senior Vice President and President, Document Solutions Group

Allan E. Dugan	Senior Vice President President, Worldwide Business Services Group
James A. Firestone	Senior Vice President and President, Channels Group
Anshoo S. Gupta	Senior Vice President and President, Production Systems Group
Patrick J. Martin	Senior Vice President and President, North America Solutions Group
Alan R. Monahan	Senior Vice President, Corporate Strategic Services
Hector J. Motroni	Senior Vice President and Chief Staff Officer
Anne M. Mulcahy	Senior Vice President, General Markets Operations
Carlos Pascual	Senior Vice President and President, Developing Markets Operations
Michael Miron	Senior Vice President, Internet Business Group
Mark B. Myers	Senior Vice President, Xerox Research and Technology
Brian E. Stern	Senior Vice President and President, Technology Enterprises
Richard S. Paul	Senior Vice President and General Counsel
Eunice M. Filter	Vice President, Treasurer and Secretary
Phillip D. Fishbach	Vice President and Controller
Rafik Loutfy	Vice President, Corporate Business Strategy

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, Carlos Pascual and Rafik Loutfy) is a United States citizen. Barry D. Romeril is a citizen of Great Britain, Carlos Pascual is a citizen of Spain and Rafik Loutfy is a citizen of Canada.

Set forth below is the name of the sole director and executive officer of XIS, his present principal occupation and business address.

PRESENT NAME OF DIRECTOR AND EXECUTIVE OFFICER	PRINCIPAL OCCUPATION	ADDRESS
Paul 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 Ricci is a United States citizen.

ITEM 5. INTEREST IN SECURITIES OF THE ISSUER

(a)-(c) Paul Ricci owns 120,000 shares of Common Stock.

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 a further amendment to the Statement.

(d) Not applicable.

(e) Not applicable.

PARENT VOTING AGREEMENT

This Parent Voting Agreement ("Agreement") is made and entered into as of January 15, 2000, between Caere Corporation, a Delaware corporation (the "Company"), and the undersigned stockholder ("Stockholder") of ScanSoft, Inc., a Delaware corporation ("Parent").

RECITALS

A. Concurrently with the execution of this Agreement, Parent, the Company and Scorpion Acquisitions Corporation, a Delaware corporation and a wholly owned subsidiary of Parent ("Merger Sub"), are entering into an Agreement and Plan of Reorganization attached hereto and made a part hereof (the "Merger Agreement") which provides for the merger (the "Merger") of Merger Sub and the Company. Pursuant to the Merger, all of the issued and outstanding shares of capital stock of the Company will be converted at the Effective Time (as defined in the Merger Agreement) into shares of Common Stock of Parent and the right to receive cash on the basis described in the Merger Agreement.

B. Stockholder is the beneficial owner (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended) of the number of outstanding shares of capital stock of the Company indicated on Annex I to this Agreement.

C. As a material inducement to enter into the Merger Agreement, Parent and the Company desire the Stockholder to agree, and in consideration of good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Stockholder is willing to agree, to vote the Shares and New Shares (as defined below) so as to facilitate consummation of the Merger.

NOW, THEREFORE, intending to be legally bound, the parties agree as follows:

1. AGREEMENT TO VOTE SHARES; ADDITIONAL PURCHASES; TRANSFERS AND ENCUMBRANCE.

1.1 AGREEMENT TO VOTE SHARES. During the term of this Agreement, at every meeting of the stockholders of Parent called with respect to any of the following, and at every adjournment thereof, and on every action or approval by written consent of the stockholders of Parent with respect to any of the following, Stockholder shall cause the Shares and any New Shares (as defined below) to be voted in favor of the issuance of shares of Parent Common Stock pursuant to the Merger, and an amendment to Parent's Certificate of Incorporation to increase the authorized number of shares of Parent Common Stock by an amount sufficient to permit Parent to effect the lawful and valid issuance to the stockholders of the Company of that number of shares of Parent Common Stock to be issued to the stockholders of the Company pursuant to the Merger Agreement.

1.2 DEFINITION. For purposes of this Agreement, "Shares" shall mean all issued and outstanding shares of capital stock of Parent for which Stockholder is the beneficial owner or over which Stockholder has voting control, including any securities convertible into, or exercisable or exchangeable for shares of Parent's capital stock, all as set forth on Annex I attached hereto.

1.3 ADDITIONAL PURCHASES. Stockholder agrees that any shares of capital stock of Parent that Stockholder purchases or with respect to which Stockholder otherwise acquires beneficial ownership or voting control after the execution of this Agreement and prior to the date of termination of this Agreement ("New Shares") shall be subject to the terms and conditions of this Agreement to the same extent as if they constituted Shares.

1.4 TRANSFER AND ENCUMBRANCE. Without the prior written consent of the Company, Stockholder agrees not to transfer, sell, exchange, pledge, gift, or otherwise dispose of or encumber (collectively, "Transfer") any of the Shares or any New Shares or to make any offer or agreement relating thereto. Stockholder acknowledges that the intent of the foregoing sentence is to ensure that the Company retains the right under the Proxy (as defined in Section 2 hereof) to vote the Shares and any New Shares in accordance with the terms of the Proxy.

2. IRREVOCABLE PROXY. Concurrently with the execution of this

Agreement, Stockholder agrees to deliver to the Company a proxy in the form attached hereto as Exhibit A (the "Proxy") with respect to the Shares and New Shares, which, subject to Section 6 hereof, shall be irrevocable to the fullest extent permitted by applicable law.

3. REPRESENTATIONS AND WARRANTIES OF THE STOCKHOLDER.

(i) Stockholder is the beneficial owner of the Shares free and clear of any liens, claims, options, charges or other encumbrances.

(ii) Stockholder does not beneficially own any securities of Parent other than the shares of Common Stock of Parent and options and warrants to purchase shares of Common Stock of Parent indicated on Annex I to this Agreement.

(iii) Except as set forth in the Voting Agreement dated as of March 2, 1999, by and among Parent, Xerox Corporation, and certain of the stockholders of Parent, Stockholder (A) has full authority to vote and direct the voting of the Shares; (B) does not beneficially own any securities of Parent other than the Shares indicated on the final page of this Agreement; and (C) has full power and authority to make, enter into and carry out the terms of this Agreement and the Proxy.

4. ADDITIONAL DOCUMENTS; STOCKHOLDER AGREEMENT. Stockholder hereby covenants and agrees to execute and deliver any additional documents necessary or desirable, in the reasonable opinion of the Company, to carry out the intent of this Agreement.

5. CONSENT AND WAIVER. During the term of this Agreement, Stockholder shall give any consents or waivers that are reasonably required for the consummation of the Merger pursuant to the Merger Agreement under the terms of any agreements to which Stockholder is a party or pursuant to any rights Stockholder may have.

6. TERMINATION. This Agreement and the Proxy shall terminate and shall have no further force or effect as of the earlier to occur of (i) such date and time as the Merger shall become effective in accordance with the terms and provisions of the Merger Agreement, (ii) such date and time as the Merger Agreement shall have been terminated in accordance with its terms, or (iii) the amendment, extension or waiver of any of the material provisions of the Merger Agreement unless Stockholder has given its prior written consent to same.

7. MISCELLANEOUS.

7.1 SEVERABILITY. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, then the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

7.2 BINDING EFFECT AND ASSIGNMENT. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns and any person or entity to which legal or beneficial ownership of such Shares or New Shares shall pass whether by operation of law or otherwise, but, except as otherwise specifically provided herein, neither this Agreement nor any of the rights, interests or obligations of the parties hereto may be assigned by either of the parties without prior written consent of the other.

7.3 AMENDMENTS AND MODIFICATION. This Agreement may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by the parties hereto.

7.4 SPECIFIC PERFORMANCE; INJUNCTIVE RELIEF. The parties hereto acknowledge that the Company will be irreparably harmed and that there will be no adequate remedy at law for a violation of any of the covenants or agreements of Stockholder set forth herein. Therefore, it is agreed that, in addition to any other remedies that may be available to the Company upon any such violation, the Company shall have the right to enforce such covenants and agreements by specific performance, injunctive relief or by any other means available to the Company at law or in equity.

7.5 NOTICES. All notices, requests, claims, demands and other communications hereunder shall be in writing and sufficient if delivered in person or sent by overnight courier by a reputable carrier (prepaid) to the

respective parties as follows:

If to the Company: Caere Corporation
100 Cooper Court
Los Gatos, CA 95030
Attn: President and Chief Executive Officer

With a copy to: Cooley Godward LLP
5 Palo Alto Square
3000 El Camino Real
Palo Alto, California 94306
Attention: Keith Flaum, Esq.

If to the Stockholder: To the address for notice set forth on the signature page hereof.

With a copy to: Xerox Corporation
P.O. Box 1600
800 Long Ridge Road

Stamford, Connecticut 06904
Attention: Senior Vice President and General Counsel

or to such other address as any party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall only be effective upon receipt.

7.6 GOVERNING LAw. This Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Delaware (without regard to any principles of conflict of laws thereof which would require a different choice of law).

7.7 ENTIRE AGREEMENT. This Agreement contains the entire understanding of the parties in respect of the subject matter hereof, and supersedes all prior negotiations and understandings between the parties with respect to such subject matter.

7.8 COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

7.9 EFFECT OF HEADINGS. The section headings herein are for convenience only and shall not affect the construction or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Parent Voting Agreement to be duly executed on the date and year first above written.

COMPANY

By: _____
Name: _____
Title: _____

STOCKHOLDER:

By: _____
Name: _____
Title: _____

Stockholder's Address for Notice:
P. O. Box 1600
800 Long Ridge Road
Stamford, Connecticut 06904

[SIGNATURE PAGE TO PARENT VOTING AGREEMENT]

ANNEX I

Stockholder beneficially owns and has voting control over the following capital stock of Parent:

Common Stock

1. 11,853,602 shares of Common Stock of Parent.

Options, Warrants and Other Convertible Securities

1. 0 shares of capital stock issuable upon exercise of Stock Options.

2. 316,630 shares of Common Stock issuable upon exercise of Warrants (as of January 14, 2000).

3. 3,562,238 shares of Series B Preferred Stock issuable upon exercise or conversion of other outstanding securities of Parent.

EXHIBIT A

IRREVOCABLE PROXY

The undersigned Stockholder of ScanSoft, Inc., a Delaware corporation (the "PARENT"), hereby irrevocably appoints the directors on the Board of Directors of Caere Corporation, a Delaware corporation (the "COMPANY"), and each of them, as the sole and exclusive attorneys and proxies of the undersigned, with full power of substitution and resubstitution, to the full extent of the undersigned's rights with respect to the voting of the Shares and New Shares (as each such term is defined in the Parent Voting Agreement of even date between Parent and the Stockholder (the "VOTING AGREEMENT")) on the matters described below (and on no other matter), until such time as the Voting Agreement shall be terminated in accordance with its terms. Upon the execution hereof, all prior proxies given by the undersigned with respect to the Shares and any and all other shares or securities issued or issuable in respect thereof on or after the date hereof are hereby revoked and no subsequent proxies will be given.

This proxy is irrevocable (to the fullest extent permitted by law and subject to the termination of the Proxy as set forth in Section 6 of the Voting Agreement), is granted pursuant to the Voting Agreement, is granted in consideration of the Company entering into the Merger Agreement (as defined in the Voting Agreement) and is coupled with an interest. The attorneys and proxies named above will be empowered at any time prior to the termination of this proxy pursuant to Section 6 of the Voting Agreement to exercise all voting rights (including, without limitation, the power to execute and deliver written consents with respect to the Shares and the New Shares) of the undersigned at every annual, special or adjourned meeting of Parent's stockholders, and in every written consent in lieu of such a meeting, or otherwise, to vote the Shares and the New Shares in favor of the issuance of shares of Parent Common Stock pursuant to the Merger (as defined in the Voting Agreement), and an amendment to Parent's Certificate of Incorporation to increase the authorized number of shares of Parent Common Stock by an amount sufficient to permit Parent to effect the lawful and valid issuance to the stockholders of the Company of the number of shares of Parent Common Stock to be issued to the stockholders of the Company pursuant to the Merger Agreement (collectively, the "SPECIFIED MATTERS").

The attorneys and proxies named above may only exercise this proxy to vote the Shares and any New Shares subject hereto at any time prior to the termination of this proxy pursuant to Section 6 of the Voting Agreement, at every annual, special or adjourned meeting of the stockholders of Parent and in every written consent in lieu of such meeting. The undersigned Stockholder may vote the Shares and New Shares on all matters other than the Specified Matters.

Any obligation of the undersigned hereunder shall be binding upon the successors and assigns of the undersigned.

This proxy is irrevocable and coupled with an interest.

Dated: January 15, 2000
Signature of Stockholder: _____
Print Name of Stockholder: _____

PROXY