

**ADDENDUM TO
MASTER SOFTWARE LICENSE AGREEMENT**

Notice: This Addendum shall be deemed accepted regardless of signature pursuant to Section 7.1 of the Master Software License Agreement between Vector CANtech, Inc. and Nexteer Automotive Corporation (Agreement") if not otherwise rejected along with the Licensed Software in accordance with Section 7.2 of the Agreement.

0.1	Addendum Effective Date:	2016/04/29
0.2	Pursuant to and fully incorporated into the Vector CANtech, Inc. Master Software License Agreement, dated:	2009/11/01
0.3	License Serial Number	CBD1400346

**1.0 GENERAL TERMS
APPLICABLE TO ALL SOFTWARE LISTED IN ADDENDUM**

1.1	Licensee (Licensee Division):	Nexteer Automotive Corporation
1.2	Sublicense Affiliate(s):	Not Applicable
1.3	Excluded Affiliates and/or Divisions:	Not Applicable
1.4	Sublicense Contractor(s):	All Licensee software engineering sub-contractors which are not affiliated with a competitor of Vector
1.5	Excluded Contractors:	All contractors competitive with Vector, including but not limited to, the Elektrobit Group Plc, all affiliates thereof (including 3SOFT), Mentor Graphics Corp. and all affiliates thereof (including Volcano Communications Technologies AB, and Dearborn Group Inc.
1.6	License Term:	Perpetual
1.7	Geographical Restriction on License:	North America (the geographic restriction applies only to the "Point of Sale" location of the Licensee business entities that may enter into business agreements for the sale of products incorporating the Vector Licensed Software listed below. The geographic restriction does not restrict the location in which the Licensee or Licensee's contractors develop, and/or manufacture the Licensee's products.
1.8	Standard Warranty for Licensed Software:	Two (2) Years
1.9	Extended Warranty and Extended Warranty Fee:	Two (2) Years
1.10	Total Warranty Period for Licensed Software:	Four (4) Years

**2.0 Identification of Protocol-Specific (CAN, LIN, Flexray, ect.)
Embedded Software:**

2.1	OEM Restriction:	No OEM Restriction
2.2	Licensed Application:	Restricted solely to the development of electronic modules manufactured by the Licensee.
2.3	Excluded Applications:	All applications not specified in Part 2.2 of this Addendum, including but in no way limited to: network development and analysis tools for sale, aerospace, locomotive, medical, military and earth moving applications, and for those safety-critical component applications, Licensee hereby acknowledges, agrees, and assumes sole responsibility for the fact that Vector is unable to assess and warrant the fitness of the Licensed Software for integration and use with the safety-critical applications contemplated by Licensee; however, irrespective of such, Vector would be willing (for an additional cost) to assess and consult on the Licensed Software for integration and use with such applications without assuming any additional responsibility or liability therefore.
2.4	General Microcontroller Family:	Renesas RH850 P1X
2.5	General Compiler Family:	Greenhills
2.6	Specific Microcontroller:	R7F701311
2.7	Specific Compiler Version:	2015.1.7
2.8	Applicable Specifications:	Vector User Manual supplied with the CAN-Specific Embedded Software, to the exclusion of all other specifications, documents, previous or subsequent manual versions, and/or written or oral communications.
2.9	Corresponding Software License Fee:	Included In Total Software Fee.

3.0 Identification of OEM-Specific Embedded Software:

		GMLAN_3.1 Multi Channel-SIP -GMLAN Interaction Layer Multi Channel -GMLAN Network Management Multi Channel -GMLAN Transport Protocol Multi Channel - CANdesc (GM) -GMLAN Gateway Diagnostics Add-on (GGDA) -XCP-on-CAN
3.1	OEM Restriction:	Restricted solely to the following original equipment manufacturer (OEM): General Motors, LLC, to the exclusion of all subsidiaries and affiliates of the same.
3.2	Licensed Application:	Restricted solely to the development and manufacturing of electronic modules for the automotive industry, on GM product/vehicle applications, and for component application for integration into those products manufactured by GM.

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3.3	Excluded Applications:	All applications not specified in Part 3.2 of this Addendum, including but in no way limited to: network development and analysis tools for sale, aerospace, locomotive, medical, military and earth moving applications, and for those safety-critical component applications, Licensee hereby acknowledges, agrees, and assumes sole responsibility for the fact that Vector is unable to assess and warrant the fitness of the Licensed Software for integration and use with the safety-critical applications contemplated by Licensee; however, irrespective of such, Vector would be willing (for an additional cost) to assess and consult on the Licensed Software for integration and use with such applications without assuming any additional responsibility or liability therefore.
3.4	General Microcontroller Family:	Renesas RH850 P1X
3.5	General Compiler Family:	Greenhills
3.6	Specific Microcontroller:	R7F701311
3.7	Specific Compiler Version:	2015.1.7
3.8	Applicable Specifications:	To the exclusion of all other specifications, documents, previous or subsequent GMLAN versions, and/or written or oral communications, the following specifications apply: Based on the following specifications: GMW3104_Communication_Strategy_Specification_v1-5R03Final and ISO15765-2.2. The CANdesc software component provides services according to the specification ISO/DIS 15765-3 (Diagnostics on CAN) dated 1999-11-30. In addition the diagnostics layer provides enhancements of application functions as specified by GMW 3110 Version 1.6.
3.8	Applicable Specifications:	The CANdesc AddOn "GMLAN Extension Gateway" fulfills the requirements (multi channel ECUs) of the GMW3110 V1.6 specification (s. chapter 6.3.4). XCP-on-CAN: ASAM specification, version 1.0 and the XCP on CAN transport Layer for the Vector CAN Driver.
3.9	Corresponding Software License Fee:	Included In Total Software Fee.
4.0	Identification of Application-Specific Embedded Software:	Not Applicable
4.1	OEM Restriction:	Not Applicable
4.2	Licensed Application:	Not Applicable
4.3	Excluded Applications:	Not Applicable
4.4	General Microcontroller Family:	Not Applicable
4.5	General Compiler Family:	Not Applicable
4.6	Specific Microcontroller:	Not Applicable
4.7	Specific Compiler Version:	Not Applicable
4.8	Applicable Specifications:	Not Applicable
4.9	Corresponding Software License Fee:	Not Applicable
5.0	Identification of Flash-Specific Embedded Software:	Not Applicable
5.1	OEM Restriction:	Not Applicable
5.2	Licensed Application:	Not Applicable
5.3	Excluded Applications:	Not Applicable
5.4	General Microcontroller Family:	Not Applicable
5.5	General Compiler Family:	Not Applicable
5.6	Specific Microcontroller:	Not Applicable
5.7	Specific Compiler Version:	Not Applicable
5.8	Applicable Specifications:	Not Applicable
5.9	Corresponding Software License Fee:	Not Applicable
6.0	Identification of Generation Tool PC Software:	GMLAN Generation Tool
6.1	OEM Restriction:	Restricted solely to the following original equipment manufacturer (OEM): General Motors, LLC, to the exclusion of all subsidiaries and affiliates of the same.
6.2	Licensed Application:	Restricted solely to the development and manufacturing of electronic modules for the automotive industry, on GM product/vehicle applications, and for component application for integration into those products manufactured by GM.
6.3	Excluded Applications:	All applications not specified in Part 6.2 of this Addendum, including but in no way limited to: network development and analysis tools for sale, aerospace, locomotive, medical, military and earth moving applications, and for those safety-critical component applications, Licensee hereby acknowledges, agrees, and assumes sole responsibility for the fact that Vector is unable to assess and warrant the fitness of the Licensed Software for integration and use with the safety-critical applications contemplated by Licensee; however, irrespective of such, Vector would be willing (for an additional cost) to assess and consult on the Licensed Software for integration and use with such applications without assuming any additional responsibility or liability therefore.
6.4	General Microcontroller Family:	Renesas RH850 P1X

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6.5	General Compiler Family:	Greenhills
6.6	Specific Microcontroller:	R7F701311
6.7	Specific Compiler Version:	2015.1.7
6.8	Applicable Specifications:	To the exclusion of all other specifications, documents, previous or subsequent GMLAN versions, and/or written or oral communications, the following specifications apply:

**Based on the following specifications:
GMW3104_Communication_Strategy_Specification_v1-5R03Final and ISO15765-2.2.**

The CANdesc software component provides services according to the specification ISO/DIS 15765-3 (Diagnostics on CAN) dated 1999-11-30. In addition the diagnostics layer provides enhancements of application functions as specified by GMW 3110 Version 1.6.

6.8	Applicable Specifications:	The CANdesc AddOn "GMLAN Extension Gateway" fulfills the requirements (multi channel ECUs) of the GMW3110 V1.6 specification (s. chapter 6.3.4).
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XCP-on-CAN: ASAM specification, version 1.0 and the XCP on CAN transport Layer for the Vector CAN Driver.

6.9	Corresponding Software License Fee:	Included In Total Software Fee.
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7.0	Identification of Flash Programming Tool PC Software:	Not Applicable
7.1	OEM Restriction:	Not Applicable
7.2	Licensed Application:	Not Applicable
7.3	Excluded Applications:	Not Applicable
7.4	General Microcontroller Family:	Not Applicable
7.5	General Compiler Family:	Not Applicable
7.6	Specific Microcontroller:	Not Applicable
7.7	Specific Compiler Version:	Not Applicable
7.8	Applicable Specifications:	Not Applicable
7.9	Corresponding Software License Fee:	Not Applicable

8.0	Total License Fee for All Software Listed in This Addendum:	\$198,653
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\$198,653

9.0 This Addendum, having an effective date set forth above in Part 0.1 hereof, shall be subject to the terms, conditions, and limitations of the Master Software License Agreement specified in Part 0.2 hereof, which are hereby incorporated into and made a part of this Addendum by reference as though fully set forth herein.