

Notice: This Addendum shall be deemed accepted regardless of signature pursuant to Section 7.1 of the Master Software License Agreement between Vector CANtech and Nexteer Automotive (formerly known as Steering Solutions Services)("Agreement")) if not otherwise rejected along with the Licensed Software.

0.1	Addendum Effective Date:	2016/09/16
0.2	Pursuant to and fully incorporated into the Vector CANtech, Inc. Master Software Agreement, dated:	2009/11/01
0.3	License Serial Number	CBD1400351

1.0 GENERAL TERMS

APPLICABLE TO ALL SOFTWARE LISTED IN ADDENDUM

1.1	Licensee (Licensee Division):	Nexteer Automotive
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 except the Excluded Contractors.
1.5	Excluded Contractors:	All contractors competitive with Vector, including but not limited to, Elektrobit Group Plc., all affiliates thereof (including 3SOFT), Mentor Graphics Corp. and all affiliates thereof (including Volcano Communications Technologies AB), and Dearborn Group.
1.6	License Term:	Perpetual
1.7	Geographical Restriction on License:	Not Applicable
1.8	Standard Warranty for Licensed Software:	Two (2) Years
1.9	Extended Warranty and Extended Warranty Fee:	Not Applicable
1.10	Total Warranty Period for Licensed Software:	Two (2) Years

2.0	Identification of Protocol-Specific Embedded Software:	MSR_GM_SLP2 SIP SN: 93611000648 - MICROSAR DIAG (DEM AR4) - MICROSAR MEM (NVM, MEMIF, FEE) - MICROSAR MCAL (WDGDRV ASIL D) - MICROSAR SYS (ECUM, DET, BSWM, WDG+WDGIF ASIL D) - MICROSAR RTE (RTE, SCHM, RTE Add-On Memory Protection, RTE Add-On SafeRTE ASIL D) - MICROSAR IO (IOHW) - RTE extension (SafeContext) - MICROSAR LIBS (CRC) - MICROSAR OS (SC3 Safe Context ASIL D) - MCAL Integration Package included
2.1	OEM Restriction:	Restricted solely to the following original equipment manufacturer (OEM):the General Motors Holdings LLC and its authorized affiliates and subsidiaries.
2.2	Licensed Application:	Restricted solely to the development of electronic modules for ECU Product "Steering Systems" for GM (Buick, Cadillac, Chevrolet, GMC, Opel, Vauxhall, Holden)- manufactured by the Licensee.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
2.5	General Compiler Family:	Greenhills
2.6	Specific Microcontroller:	R7F701311
2.7	Specific Compiler Version:	2015.1.7
2.8	Applicable Specifications:	To the exclusion of all other specifications, documents, previous or subsequent manual versions, and/or written or oral communications: -AUTSOAR 4.x "Product Information MICROSAR Vector SLP4" (ProductInformation_8_MSR_Vector_SLP4.pdf) "Vector Embedded Software Definition SLP/HLP/SIP, Maintenance and Release Types" (ProductInformation_1_MICROSAR_SoftwarePackagesAndMaintenance.pdf)
2.9	Corresponding Software License Fee:	Included In Total License Fee

3.0	Identification of OEM-Specific Embedded Software:	not applicable
3.1	OEM Restriction:	not applicable
3.2	Licensed Application:	not applicable
3.3	Excluded Applications:	not applicable
3.4	General Microcontroller Family:	not applicable
3.5	General Compiler Family:	not applicable
3.6	Specific Microcontroller:	not applicable
3.7	Specific Compiler Version:	not applicable

**ADDENDUM TO
MASTER SOFTWARE LICENSE AGREEMENT**

3.8	Applicable Specifications:	not applicable
3.9	Corresponding Software License Fee:	not applicable
		not applicable

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:	not applicable
6.1	OEM Restriction:	not applicable
6.2	Licensed Application:	not applicable
6.3	Excluded Applications:	not applicable
6.4	General Microcontroller Family:	not applicable
6.5	General Compiler Family:	not applicable
6.6	Specific Microcontroller:	not applicable
6.7	Specific Compiler Version:	not applicable
6.8	Applicable Specifications:	not applicable
6.9	Corresponding Software License Fee:	not applicable

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	Identification of Custom Embedded Software:	not applicable
8.1	OEM Restriction:	not applicable
8.2	Licensed Application:	not applicable
8.3	Excluded Applications:	not applicable
8.4	General Microcontroller Family:	not applicable
8.5	General Compiler Family:	not applicable
8.6	Specific Microcontroller:	not applicable
8.7	Specific Compiler Version:	not applicable
8.8	Applicable Specifications:	not applicable
8.9	Corresponding Software License Fee:	not applicable

9.0	Total License Fee for All Software Listed in This Addendum:	\$404,490
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9.0 **Whereas**, the parties have entered to this Addendum with an effective date set forth above in Part 0.1 hereof, which 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.