

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 ("Agreement") if not otherwise rejected along with the Licensed Software in accordance with Section 7.2 of the Agreement.

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| 0.1 | Addendum Effective Date: | 2014/03/31 |
| 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 | CBD1300660 |

1.0 GENERAL TERMS APPLICABLE TO ALL SOFTWARE LISTED IN ADDENDUM

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| 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 which are not affiliated with a competitor of Vector. |
| 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: | 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 Licensees' 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: | Not Applicable |
| 1.10 | Total Warranty Period for Licensed Software: | Two (2) Years |

2.0 Identification of Protocol-Specific Embedded Software:

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| 2.1 | OEM Restriction: | Single Channel CAN Driver-Extended 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 tools for sale, aerospace applications, medical 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: | TexasInstruments TMS570 |
| 2.5 | General Compiler Family: | Texas Instruments |
| 2.6 | Specific Microcontroller: | 0812BPGEQQ1 |
| 2.7 | Specific Compiler Version: | 4.9.5 |
| 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: | Listed in Total License Fee |

3.0 Identification of OEM-Specific Embedded Software:

PSA SLP4 Single Channel - SIP
- Interaction Layer Single Channel
- Indirect OSEK NM Single Channel
- Transport Protocol
- CANdesc PSA
-XCP

**ADDENDUM TO
MASTER SOFTWARE LICENSE AGREEMENT**

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| 3.1 OEM Restriction: | Solely restricted to the following original equipment manufacturer (OEM): PSA, 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 PSA product/vehicle applications, and for component application for integration into those products manufactured by PSA. |
| 3.3 Excluded Applications: | All applications not specified in Part 3.2 of this Addendum, including but in no way limited to: network tools for sale, aerospace applications, medical 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: | TexasInstruments TMS570 |
| 3.5 General Compiler Family: | Texas Instruments |
| 3.6 Specific Microcontroller: | 0812BPGEQQ1 |
| 3.7 Specific Compiler Version: | 4.9.5 |
| 3.8 Applicable Specifications: | <p>To the exclusion of all other specifications, documents, previous or subsequent Specifications versions, and/or written or oral communications:</p> <p>The applicable parts of the specification 00948_10_01988 1.0 Technical Specification of Network Interface and 9646322999_Ind_F_TS_Implementation_of_the_network_layer_for_the_diagnostic_CAN_et_LIN_networks will be supported by the quoted software.</p> <p>The Interaction Layer implements the functionality of the Vector specification.</p> <p>The Indirect OSEK Network Management implements the algorithms of the OSEK specification 2.5.3 (Indirect NM).</p> <p>The ISO Transport Protocol is based on the specification ISO 15765-2:2004.</p> <p>The CANdesc software component provides services according to the ISO 15765-3:2004 and ISO14229-1:2006 specification. In addition the diagnostics layer provides enhancements of application functions as specified by PSA PEUGEOT CITROËN-Spezifikation 96 646 970 9A "Implémentation des services diagnostic UDS" (Preliminary) from February 2007.</p> <p>The software component XCP-on-CAN includes the XCP protocol layer according to the ASAM specification, version 1.0, and the XCP on CAN transport layer for the Vector CAN Driver.</p> |
| 3.9 Corresponding Software License Fee: | Listed in Total License Fee |

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| 4.0 Identification of Application-Specific Embedded Software: | <i>Not Applicable</i> |
| 4.1 OEM Restriction: | <i>Not Applicable</i> |
| 4.2 Licensed Application: | <i>Not Applicable</i> |
| 4.3 Excluded Applications: | <i>Not Applicable</i> |
| 4.4 General Microcontroller Family: | <i>Not Applicable</i> |
| 4.5 General Compiler Family: | <i>Not Applicable</i> |
| 4.6 Specific Microcontroller: | <i>Not Applicable</i> |
| 4.7 Specific Compiler Version: | <i>Not Applicable</i> |
| 4.8 Applicable Specifications: | <i>Not Applicable</i> |
| 4.9 Corresponding Software License Fee: | <i>Not Applicable</i> |

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| 5.0 | Identification of Flash-Specific Embedded Software: | <i>Not Applicable</i> |
| 5.1 | OEM Restriction: | <i>Not Applicable</i> |
| 5.2 | Licensed Application: | <i>Not Applicable</i> |
| 5.3 | Excluded Applications: | <i>Not Applicable</i> |
| 5.4 | General Microcontroller Family: | <i>Not Applicable</i> |
| 5.5 | General Compiler Family: | <i>Not Applicable</i> |
| 5.6 | Specific Microcontroller: | <i>Not Applicable</i> |
| 5.7 | Specific Compiler Version: | <i>Not Applicable</i> |
| 5.8 | Applicable Specifications: | <i>Not Applicable</i> |
| 5.9 | Corresponding Software License Fee: | <i>Not Applicable</i> |

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| 6.0 | Identification of Generation Tool PC Software: | Single Channel Generation Tool |
| 6.1 | OEM Restriction: | Solely restricted to the following original equipment manufacturer (OEM): PSA, 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 PSA product/vehicle applications, and for component application for integration into those products manufactured by PSA. |
| 6.3 | Excluded Applications: | All applications not specified in Part 6.2 of this Addendum, including but in no way limited to: network tools for sale, aerospace applications, medical 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: | TexasInstruments TMS570 |
| 6.5 | General Compiler Family: | Texas Instruments |
| 6.6 | Specific Microcontroller: | 0812BPGEQQ1 |
| 6.7 | Specific Compiler Version: | 4.9.5 |
| 6.8 | Applicable Specifications: | To the exclusion of all other specifications, documents, previous or subsequent Specifications versions, and/or written or oral communications: The applicable parts of the specification 00948_10_01988 1.0 Technical Specification of Network Interface and 9646322999_Ind_F_TS_Implementation_of_the_network_layer_for_the_diagnostic_CAN_et_LIN_networks will be supported by the quoted software. The Interaction Layer implements the functionality of the Vector specification. The Indirect OSEK Network Management implements the algorithms of the OSEK specification 2.5.3 (Indirect NM). The ISO Transport Protocol is based on the specification ISO 15765-2:2004. The CANdesc software component provides services according to the ISO 15765-3:2004 and ISO14229-1:2006 specification. In addition the diagnostics layer provides enhancements of application functions as specified by PSA PEUGEOT CITROËN-Spezifikation 96 646 970 9A "Implémentation des services diagnostic UDS" (Preliminary) from February 2007. The software component XCP-on-CAN includes the XCP protocol layer according to the ASAM specification, version 1.0, and the XCP on CAN transport layer for the Vector CAN Driver. |

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MASTER SOFTWARE LICENSE AGREEMENT**

6.9 Corresponding Software License Fee: Listed in Total License Fee

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| 7.0 | Identification of Flash Programming Tool PC Software: | <i>Not Applicable</i> |
| 7.1 | OEM Restriction: | <i>Not Applicable</i> |
| 7.2 | Licensed Application: | <i>Not Applicable</i> |
| 7.3 | Excluded Applications: | <i>Not Applicable</i> |
| 7.4 | General Microcontroller Family: | <i>Not Applicable</i> |
| 7.5 | General Compiler Family: | <i>Not Applicable</i> |
| 7.6 | Specific Microcontroller: | <i>Not Applicable</i> |
| 7.7 | Specific Compiler Version: | <i>Not Applicable</i> |
| 7.8 | Applicable Specifications: | <i>Not Applicable</i> |
| 7.9 | Corresponding Software License Fee: | <i>Not Applicable</i> |

8.0 Total License Fee for All Software Listed in This Addendum: \$116,713.60

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.