

# LIMITED USE SOFTWARE LICENSE AGREEMENT

0.1 ! ! ! ! ! ! ) ! July 3, 2014 ) ! !by and  
between **VECTOR CANTECH, INC.**, a Michigan corporation, having principal offices at 39500 Orchard Hill Place,  
! 1! ! ! ) **CANtech** ! **VECTOR INFORMATIK GmbH**, a German limited liability company,  
having principal offices at Ingersheimer Strasse 24, D- 1 ! ! ! ! ! ! ) **Informatik** !  
) ! ! ! ! ! ! ! **Supplier** ! ! **NEXTEER AUTOMOTIVE**  
**CORPORATION LLC**, a Delaware limited liability company, having principal offices at 3900 E. Holland Rd, Saginaw,  
Michigan 48601 ) **Customer** /

Vector and Licensee hereby agree the following as stated in the **SECOND AMENDMENT TO THE SOFTWARE LICENSE AGREEMENT AND THE GENERAL TERMS AND CONDITIONS FOR INFORMATION SYSTEMS AND SERVICES**:

1. **"Licensed Software"** means both the embedded software and PC software specified in **Schedule A**, together, including, where applicable but not limited to, source code, object code (including microcode), and any revisions, derivatives, enhancements, modifications, upgrades, updates or releases relating thereto, provided or to be provided by Vector and all manuals, training materials, product, or other printed or electronic information relating to the embedded software or the PC software.

**2. Grant of Limited Use License.** Supplier is delivering the software specified in Schedule A as requested by Customer, under a limited use license, which is untested, non-validated, and non-warranted. With respect to Software delivered by Supplier to Customer under limited use license, during the term specified in the Software Specification Document, Supplier hereby grants to Customer and Customer hereby accepts from Supplier a worldwide, non-exclusive and, except as provided herein, an irrevocable, non-transferable license to copy, distribute, use, execute and display the delivered Generation Tool PC Software object code, the Embedded Software Source Code, as well as any Source Code selected therefrom by the Generation Tool PC Software, which license shall be limited to: (i) use under the network protocol specified in the corresponding Purchase Order, Transaction Agreement, or Software Specification Document for the OEM specified in the corresponding Purchase Order, Transaction Agreement, or environment, excluding (A) any use in a mass production engine or vehicle, and (B) any use in any other applications including, but not limited to network development or analysis tools for sale, aerospace, medical applications, locomotive, earth moving industries, and (iii) use on the specific microcontroller specified in the corresponding Purchase Order, Transaction Agreement, or Software Specification Document with the compiler version specified in the corresponding Purchase Order, Transaction Agreement, or Software Specification Document. Any other use, distribution, copying, execution or display of the Embedded Software or Generation Tool PC Software licensed under this Article 6 is expressly prohibited.

**4. CUSTOMER ACKNOWLEDGEMENTS AND ASSUMPTION OF RESPONSIBILITY.** Customer acknowledges and agrees that: (i) Customer is fully aware and has actual knowledge that prototype Software licensed under this Article 6 is untested, non-validated, non-warranted, and potentially dangerous to life, limb, and property and (ii) Customer shall be responsible at all times for the supervision, control, management, condition, development, including without limitation any Use in an Electronic Module or Electronic Control Unit (ECU), a test or prototype vehicle, or an engine (whether or not the engine is used in a vehicle or a dynamometer) and any Use of the Software released to third parties by Customer.

**5. WARRANTY DISCLAIMER.**  
SOFTWARE LICENSED UNDER THIS ARTICLE 6, CUSTOMER ASSUMES THE ENTIRE RISK AS TO  
OF ANY KIND, EITHER EXPRESS OR IMPLIED, WHETHER WRITTEN OR ORAL, INCLUDING, BUT  
NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A  
PARTICULAR PURPOSE, WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.

**6. LIMITATION OF LIABILITY AND INDEMNIFICATION.** EXCEPT FOR A BREACH OF THE REPRESENTATION AND WARRANTY OF NO INFRINGEMENT OR MISAPPROPRIATION SET FORTH IN SECTION 3.2(c) AND FOR SUPPLIER'S INDEMNITY OBLIGATION IN SECTION 7.1(a) OF THE TERMS AND CONDITIONS, SUPPLIER SHALL NOT BE LIABLE TO CUSTOMER FOR ANY DAMAGES WHATSOEVER THAT ARISE OR RESULT FROM OR RELATE TO ANY SOFTWARE DELIVERED BY

# LIMITED USE SOFTWARE LICENSE AGREEMENT

**SUPPLIER TO CUSTOMER UNDER THIS ARTICLE 6, INCLUDING ANY AMOUNTS REPRESENTING DIRECT DAMAGES, INDIRECT DAMAGES, CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, LOSS OF PROFIT, LOSS OF BUSINESS, EXEMPLARY DAMAGES, OR PUNITIVE DAMAGES OF CUSTOMER OR ITS AFFILIATES, INCLUDING COSTS OR DAMAGES RELATED TO PRODUCT RECALLS, PROGRAM DEVELOPMENT/PRODUCTION DELAYS, WORK STOPPAGES, OR PRODUCT LIABILITY. CUSTOMER SHALL INDEMNIFY SUPPLIER AND ITS AFFILIATES FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS, AND OTHER DAMAGES, IN ARISE OR RESULT FROM OR RELATE TO THE AUTHORIZED OR UNAUTHORIZED USE OR SUPPLIERS, OR ITS CUSTOMERS OR ANY OTHER THIRD PARTY TO WHOM CUSTOMER HAS PROVIDED THE SOFTWARE.**

7. **Warning to Users.** Software provided to Customer pursuant to a Limited Use License shall contain a warning

**8. Termination.** This Agreement shall commence on the Effective Date stated above and shall continue for six (6) months, unless terminated automatically upon: (a) the execution by Licensee and Vector of a mutually acceptable Master Software License Agreement, or (b) the return and destruction of the Licensed Software within six (6) months of the Effective Date, whereupon Licensee shall provide Vector with satisfactory evidence in the form of a signed statement. Upon termination of this Agreement pursuant to Section 8(b), the license to any Licensed Software hereunder shall automatically and simultaneously terminate and Section 5 (Warranty Disclaimer) and Section 6 (Indemnification) shall survive the termination of this Agreement. No refunds of License Fees shall be given for termination of this Agreement.

**9. Entire Agreement, Applicable Law.** Except upon termination of this Agreement pursuant to Section 8(a), this Agreement and Schedules A hereto constitute the entire agreement between Vector and Licensee and supersede any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement or Schedules A. Licensee's terms and conditions (including those appearing on the front or reverse side of, or as an attachment to, a Licensee purchase order) shall not apply and shall be null and void. This Agreement and Schedules A may not be changed except through a written amendment to this Agreement, signed by an authorized representative of each party. This Agreement shall be governed by the laws of the United States of America and the State of Michigan.

**10.** This Limited Use License, 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 hereof, which are hereby incorporated into and made a part of this Limited Use License by reference as though fully set forth herein.

## SCHEDULE A LICENSED SOFTWARE

Description & Form of Software (source code, etc.)	License Fee
<p><b>Project:</b> CBD_GMLAN_31_Mch (BETA) Pre-Release</p> <p><b>Micro:</b> Renesas RH850 Derivative: R7F701308</p> <p><b>Compiler:</b> GreenHills Compiler Version: 2013.5.5</p> <p>Note: This package is offered at a reduced price based on the purchase of a full package. (Non-Production).</p> <p>CBD1400346 PO#UI129133</p>	<p><b>\$ 7,000.00</b></p>