



## Core Tools Software Subscription Agreement

This Core Tools Software Subscription Agreement (“Agreement”), dated as of the Effective Date, governs the use by Customer of the AIAG Core Tools Software services and system (collectively, the “Services”). This Agreement includes:

- The AIAG Acceptable Use Policy (the “AUP”), available at <https://www.aiagcts.org/Pages/FooterPages/Terms.aspx>

and

- The AIAG Privacy Policy (the “Privacy Policy”), available at <https://www.aiag.org/privacy-policy>.

1. Service Provider agrees to provide the Services described in each Purchase, and Customer agrees to pay for the Services and comply with the terms and conditions set forth in this Subscription Agreement, the AUP, and the Privacy Policy. As provided in each Purchase, the Services include a cloud-based application to complete technical forms related to product and process development (DFMEA, Process Flow, PFMEA, Control Plan and Gage R&R), and product release (PPAP) that are part of the Advanced Product Quality Planning (APQP) process.

2. The Services may be accessed and used only by the number of Concurrent Users specified in the Purchase, for the Fees corresponding to that number Users. Customer may register an unlimited number of users, using a discrete email address and discrete password for each user, but is limited to the number of Concurrent Users specified in the Purchase. All sales and services are final, and all Service Fees are fully earned upon payment. Payments are nonrefundable and there are no refunds or credits for partially used subscription periods. Nothing in this Agreement obligates us to extend refunds or credit to any party.



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3. The initial term of service is for one calendar year (“Term of Service”). This Agreement does not automatically renew. The customer shall initiate renewal for successive periods of one (1) year. Customer may elect early termination of the Services solely as permitted in the Terms of Service Agreement.

4. AIAG grants to Customer a limited, non-exclusive, terminable, non-transferable license to access the Services through the System, or by any other means on which the parties may agree, and to use the Services during the Term of Service, subject to the Terms.

5. All other terms and conditions that are part of this Agreement shall be as set forth in the Terms, and this Agreement (inclusive of the Terms), and all Purchases completed and approved pursuant to this Agreement, constitute the complete and exclusive terms of the agreement between the parties regarding the subject matter and supersedes all other prior and contemporaneous agreements or communications with respect to the subject matter hereof.

6. Customer represents and warrants that Customer has all necessary authorization to purchase and pay for the Services indicated in each Purchase.

7. Customer is solely responsible for providing the necessary electric service, wiring, computer equipment, and communication line access for access to the Services. Customer is solely responsible for providing, installing, and maintaining data communication lines to access the Services and is solely responsible for ongoing charges for Customer’s own use of such data communication lines.

8. For any purchase to be effective, the customer must accept this Subscription Agreement.