SaaS Subscription Terms of Service

For Blueprinter[®] software for B2B Voice-of-Customer work



Overview: Blueprinter software-as-a-service (the "Service") is only provided as part of a broader training program in New Product Blueprinting... the world's leading method for understanding B2B customer needs in the front-end of innovation. This training is typically applied over 6-12 months and includes virtual workshops, coached project team web-conferences, and access to the Blueprinting Center, which in turn includes e-learning, BlueTools[®] support aids, and BlueHelp[®] knowledge center. For more, please see videos at <u>www.NPBoverview.com</u>, <u>www.NPBtraining.com</u>, and <u>www.NPBsoftware.com</u>.

The AIM Institute reaches an agreement with a client *company* (the "Client")—not individuals and makes its training and software Service available to each employee (the "User") designated by the Client. A copy of the typical Statement of Work for this training can be downloaded by clicking "Calculate Cost" in the Plan matrix at <u>www.blueprintingtraining.com</u>.

Subscriptions: The software Service is only available with a paid subscription, and is part of a broader training program in New Product Blueprinting. Subscription to this Service is bundled into an all-inclusive offering that lasts for 12 months from the date of the first workshop attended by the User (or from the date of the Service commencing, if no workshop is attended). In addition to this software Service, the broader offering also includes lifetime access to the Blueprinting Center (<u>www.blueprintingcenter.com</u>). The Blueprinting Center includes 31 e-learning modules, BlueTools support aids, BlueHelp knowledge center, user dashboard, and other support.

After the first 12 months of Service (described above), the Client may renew as many Users as it chooses. The renewal cost is currently \$39/month/User and is billed on an annual basis. Prices may change, so please refer to the most current copy of the Statement of Work (See "Overview" paragraph 2).

The AIM Institute will provide notice to the Client at least 30 days prior to the renewal date, so the Client can determine which User subscriptions it wishes to renew. At the Client's discretion, The AIM Institute can pro-rate User subscriptions and bundle renewals for less frequent invoicing.

Non-transfer of Subscriptions: Subscriptions to the Service may not be transferred from one User to another employee for two reasons: 1) The first-year cost for a User is considerably higher than subsequent years because the value is front-end loaded in this skills-building phase (with much higher use of e-learning, BlueTools aids, BlueHelp knowledge center, etc.). It would not be equitable if new Users were "transferred in" during this phase to access these materials without

paying the first-year cost for them. 2) Both The AIM Institute and its Clients want to maintain a high standard of skill level when using the Service, and this requires substantial training, e.g. roleplaying in customer interview methods. Unlike many other SaaS offerings, access to the Service is conditioned on proper training, and cannot be simply transferred from one User to another.

Notwithstanding the above, The AIM Institute recognizes the hardship a Client suffers if a newlytrained User leaves the Client—or is assigned duties not requiring the Service—soon after the initial training. In such cases, the Client may transfer the Service to another employee within 90 days of the original training date at no additional cost. The AIM Institute will then provide options for ensuring the new User gains the needed skills.

Information Security: The AIM Institute takes very seriously the trust its Clients place in it to protect their confidential information. Since most of AIM's work is with Fortune 500-level companies, it maintains a very high standard in protecting Client data, which is encrypted in-transit and at-rest in the Microsoft Azure cloud environment. To better understand the safeguards The AIM Institute maintains, please visit the BlueHelp article, <u>www.BlueprinterSecurity.com</u>. The following documents are also available for download:

- <u>AIM Information Security Policy [PDF]</u>
- <u>AIM Security Overview [PDF]</u>
- <u>AIM Privacy Policy</u>

An independent auditor conducts an annual SOC2 audit of AIM's security measures. You can request a copy of the most recent auditor report by emailing AIM at <u>info@theaiminstitute.com</u>.

User Support: The Service plays a critical role in Users mastering the ability to understand B2B customer needs in the front-end of innovation. The Service is used, for instance, as Users interview customers, so it is important that Users exhibit skill and confidence while doing so. Users receive support from The AIM Institute in several ways:

- *Virtual workshop*: Users get hands-on practice and live coaching using the Service during coached breakout sessions.
- *E-learning*: Users are reminded weekly to take the next e-learning module in a series of 31. Many of these modules provide instruction for using the Service.
- *Team web-conference coaching*: An AIM coach "joins" each project team to provide coaching, much of it covering practical use of the Service.
- *Ad-hoc coaching*: Users are encouraged to contact their AIM Coach at any time to answer their questions and receive project-specific support. Responses are typically on a same-day basis, but the coaching may occur on a later day, when all team members are available.
- *BlueHelp help center*: This includes over 200 articles, many of which offer Service support in the way of videos, screenshots, and helpful tips. The BlueHelp center is a prominent resource in Users' one-stop Blueprinting Center (<u>www.blueprintingcenter.com</u>) and may

also be reached directly at https://support.theaiminstitute.com/.

• *Contact support*: Users may use the <u>Contact Support</u> link in the Blueprinting Center to ask questions. Responses are typically on a same-day basis.

Service Levels:

- *Availability*: The AIM Institute agrees that the Service will be available at least 99.7% of the time, measured on a 24x7 basis, exclusive of scheduled maintenance time. Scheduled maintenance time will not exceed two hours per month.
- *Notifications:* The AIM Institute will provide at least three business days' advance notice of scheduled maintenance time, including the anticipated start and stop times of the outage.
- *Support and Error Resolution*: The AIM Institute accepts support requests through the Contact Support form and via email to xxx. These accounts are monitored between 9am and 5pm Eastern time. AIM defines the following severity levels and response actions:
 - SEVERITY 1 CRITICAL BUSINESS IMPACT, defined as the Service is entirely unavailable to all Client Users. AIM will begin working on the error immediately upon notification and will engage appropriate staff around the clock until the error is resolved. AIM will provide Client with regular updates on resolution status. Note that timely resolution may require active participation by Customer personnel, and that lack of availability of Customer personnel may extend time to resolution.
 - SEVERITY 2 MAJOR BUSINESS IMPACT, defined as the Service is unavailable to a significant number of Client Users, or functionality is seriously degraded for all or most Client Users. AIM will begin working on the error within one hour of notification and will engage appropriate staff during normal business hours on a sustained basis until the issue is resolved. AIM will provide Client with regular updates on resolution status. Note that timely resolution may require active participation by Customer personnel, and that lack of availability of Customer personnel may extend time to resolution.
 - SEVERITY 3 SOME BUSINESS IMPACT, defined as moderate loss of functionality where a convenient workaround exists. AIM will begin working on resolution within one business day of notification. Work on resolution will be prioritized against other ongoing work.
 - SEVERITY 4 MINIMAL BUSINESS IMPACT, defined as minor loss of functionality, feature requests, and "how-to" questions. AIM will respond to the request within two business days.

Intellectual Property: The Service and its original content (excluding content provided by Users), features and functionality are the exclusive property of The AIM Institute. It is acknowledged that content provided by Users is the exclusive property of the Client, and is treated with utmost confidentiality by The AIM Institute.

The Service is protected by copyright, trademark, and other laws of both the United States and

foreign countries. The AIM Institute's trademarks and trade dress may not be used in connection with any product or service without the prior written consent of The AIM Institute.

Disclaimer: The Service is provided to the Client "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. The AIM Institute disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice.

The entire liability of The AIM Institute shall be limited to the amount actually paid by the Client through the Service. The AIM Institute shall not be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms of Service).

Contact Us: If you have any questions about these Terms and Conditions, please contact us:

- By email: <u>info@theaiminstitute.com</u>
- By visiting this page on our website: <u>https://theaiminstitute.com/contact-us/</u>