

Exhibit A - Professional Services Description

Professional Services – Agency Matrix Business and Agency Matrix Performance

- I. **Overview.** This service agreement includes services for the Customer's initial implementation of the Hosted Application. Additional components, not listed here, require additional services.
- II. **Zywave Team.** The Zywave Team assigned to perform the Professional Services described in the agreement will include a Project Manager, Implementation Consultant, Product Trainer, and Data Analysts.
- III. **Duration.** 10-12 weeks from Initial Effective Date dependent upon customer engagement.
- IV. **Inclusions.** The following services will be provided as part of this agreement.
 - a. Initial Setup:
 - i. Product activation
 - ii. One Administrative User Setup
 - b. Training:
 - i. Access to Zywave University via On Demand and Group Instructor Led curriculum offerings
 1. Includes administrative and end-users in English and/or Spanish
 - ii. Unlimited Access to Zywave's Support Library providing:
 1. Smart Support Resources and best practices documentation
 2. Quick case submission
 3. Workflow documentation for end user use
 4. Community forum to ask and answer questions
 - c. Data Services:
 - i. As applicable, one-time data import of up to 400GB for currently supported fields via SFTP
 1. Customer may request updates to data import for missing or incorrect data within 60 days of the import completion date.
 - d. Consulting:
 - i. Implementation Consulting Services, including best practices and workflow documentation.
- V. **Exclusions.** The following activities are not included in this Agreement and, if applicable, require an additional service agreement and subsequent cost estimate.
 - a. Initial Setup:
 - i. User setup beyond one initial Administrative User Setup
 - ii. Download setup via third party connection
 - b. Training:
 - i. Customized and One on One training and/or materials
 - ii. On-site training or consulting at Customer or Zywave physical locations
 - iii. Creation of custom videos
 - c. Data Services:

- i. Additional data imports or data imports larger than 400GB
- ii. Data import for fields not specified in data template
- iii. Data revisions 60 days after the confirmed import date

- iv. Database backups
 - 1. Raw files accessible for 30 days from initial delivery date to customer.

- d. Consulting:
 - i. Ongoing services including:
 - 1. Custom Accounting
 - 2. Commissions
 - 3. Custom Reports
 - ii. Upload of files and/or attachments
 - iii. Creation of custom e-mail templates

- VI. **Expiration.** All Professional Services are subject to the Zywave Cancellation Policy available at <https://www.zywave.com/training-cancellation-policy>. Any unused Professional Services Fees will expire 6 months from date of purchase. Any Professional Services performed following such expiration will require an additional Professional Services Fee at Zywave's then-current rates.
- VII. **Billing.** The Professional Services Fee is due upon execution of this Agreement.
- Zywave will bill Customer for reasonable and actual travel, living expenses (if applicable) and related incidental expenses incurred by Zywave's personnel in rendering the Services.