

Exhibit A – Professional Services Description

Professional Services – Agency Matrix – Standard

Overview. This service agreement includes services for the Customer's initial implementation of Agency Matrix. Additional components, not listed here, require additional services.

Zywave Team. The Zywave Team assigned to perform the Professional Services described in the agreement will include a Project Manager, Data Analyst, Product Trainer, and Implementation Consultant.

- I. **Estimated Duration.** 10-12 weeks from Initial Effective Date dependent upon Customer engagement.
- II. **Inclusions.** The following services will be provided as part of this agreement.
 - a. **Initial Setup**
 - i. Product activation and system configuration
 - 1. Creation of one (1) initial administrative User on behalf of Customer
 - a. Created within both Zywave Home and Agency Matrix
 - 2. Configure system default values
 - 3. Setup of bridging to rating system
 - 4. Configuration of below solution areas based on Customer input:
 - a. Employees and locations
 - b. Employee permissions
 - c. Custom reporting setup
 - d. Automated marketing
 - e. Email blasts
 - f. Texting
 - g. Carrier Downloads
 - h. Commissions
 - b. **Data Services**
 - i. One-time data import from prior management system using one (1) of the below options:
 - 1. One (1) data transfer via database backup from Agency Management System (AMS) vendor
 - 2. One (1) AL3 files upload from carriers – one (1) import per carrier
 - 3. One (1) CSV file upload
 - ii. Converted data fields are dependent on the previous AMS vendor
 - c. **Training**
 - i. One-On-One training plan discussion with a Subject Matter Expert to deliver a training plan based on Customer's needs
 - ii. Executed one-on-one training sessions covering topics outlined in initial planning discussion
 - iii. Live group training and on-demand training available via Zywave University

d. Consulting**a. Post Conversion Data Review**

- i. Verify Customer data has been properly converted into test environment
- ii. Ensure Data Services Team completes conversion into live Customer environment once key data values have been reviewed with customer

b. One-on-One Post Training Consultation Calls

- i. Daily agency workflows for quoting and policy management
- ii. Initial review of processing and reconciling policy downloads into Agency Matrix or how to switch from outside vendor
- iii. Ongoing system maintenance preparation for key administrative items:
 1. Automated marketing
 2. Rater integration
 3. Commission reconciliations
 4. Reporting

II. Exclusions. The following activities are not included in this agreement and, if applicable, require an additional service agreement and subsequent cost estimate.

a. Setup

- i. Additional setup beyond noted inclusions in section II.a.

b. Data Services

- i. Additional data imports or data imports larger than 400 GB
- ii. Data import for fields not specified in data template
- iii. Data revisions sixty (60) days after confirmed import date
- iv. Database backups
 1. Raw files accessible for thirty (30) days from initial delivery to Customer

c. Training

- i. Additional one-on-one training time
- ii. On-site training at Customer or Zywave physical locations
- iii. Creation of custom videos

d. Consulting

- i. Additional one-on-one consulting time
- ii. On-site consulting at Customer or Zywave physical locations
- iii. Ongoing system maintenance tasks including
 1. Custom accounting
 2. Commissions
 3. Additional custom reports
 4. Merging of carrier companies or policy types
- iv. Upload of files or attachments
- v. Creation of custom templates

- III. **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.
- IV. **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.