

Exhibit A - Professional Services Description

Professional Services – Carrier Content Distribution – Employee Benefits and P&C, Service Provider Content Distribution – Employee Benefits and P&C

- I. **Overview.** This service agreement includes services for the Customer's initial implementation of Carrier/Service Provider Content Distribution. Additional components, not listed here, require additional services.
- II. **Zywave Team.** The Zywave Team assigned to perform the Professional Services described in the agreement shall consist of project management, consulting, and product training department resources.
- III. **Duration.** 4 weeks from Project Start Date based on customer engagement.
- IV. **Inclusions.** The following services will be provided as part of this agreement.
 - a. Project management resources
 - b. Initial Setup:
 - i. Site activation and user setup
 - ii. Logo setup
 - c. Training
 - i. Access to Zywave University via On Demand curriculum offerings
 - 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:
 - a. Training:
 - i. Customized and One on One training
 - ii. On-site training for customer at Customer or Zywave physical locations
 - b. Consulting:
 - i. Custom graphic design work
 - ii. Upload of custom content pieces
 - iii. Third-party system integration(s)
- 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.