

Exhibit A - Professional Services Description
Professional Services – Client Cloud – Business - Employee Benefits, P&C

- I. Overview.** This service agreement includes services for the Customer's initial implementation of the cloud. 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 a Project Manager, with overall responsibility for project success, as well as other resources as needed, which may include Implementation Consultants, Product Trainers and Data Analysts.
- III. Duration.** 4-6 weeks from Project Start Date based on Customer responsiveness and availability.
- IV. Inclusions.** The following services will be provided as part of this agreement:
- a. Initial Setup:**
 - i. Internal user login setup
 - ii. Account and contact data import
 - iii. Logo setup
 - b. Training:**
 - i. Access to Zywave University via On Demand and Group Instructor Led curriculum offerings
 - ii. Customer Clients will have access to Education Hub group webinar training for Client Portal and LMS
 - iii. Unbranded prospecting videos available in Zywave University
 - c. Consulting:**
 - i. Provide one-time consultation to enable Client Portal and LMS roll-out strategy
- V. Exclusions.** The following activities are not included in this Agreement and, if applicable, require an additional service agreement:
- a. Initial Setup:**
 - i. Setup of external user logins and accounts
 - b. Training:**
 - i. Customized and One on One training
 - ii. On-site training at Customer's or Zywave's physical location
 - iii. Branded or custom prospecting videos
 - c. Data Services:**
 - i. OSHA log data imports
 - ii. Custom SCORM file creation and/or upload
 - d. Consulting:**
 - i. Customer Client consulting and/or training
 - ii. Customized employee survey questions and/or deliverables
 - iii. Custom portal page creation on behalf of the customer
- I. 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.
- VI. 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.