

Exhibit A – Professional Services Description

Professional Services – Client Cloud – Starter - Premium

Overview. This service agreement includes services for the Customer's initial implementation of Client Cloud Starter. 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.** 4 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
 - ii. Creation of one (1) initial administrative User on behalf of Customer
 - iii. Creation of initial end Users on behalf of Customer
 - iv. Assignment of one (1) IP address and the associated “Send on Behalf” utility
 - v. Logo setup
 - b. **Data Services**
 - i. Zywave processes a one-time upload of accounts and contacts
 - 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. One (1) One-On-One Solutions Overview session, reviewing core workflows
 - iv. One (1) client rollout webinar for Client Portal
 - v. Education Hub access for Client Portal User ongoing training
 - vi. Live group training and on-demand training available via Zywave University
 - d. **Consulting**
 - i. Application of User permissions, data management access, and feature access
 - ii. One-on-One Post Training Consultation Calls
 - 1. Customer discovery to learn more about goals and expectations for client rollout
 - 2. Review immediate commonplace portal maintenance for
 - a. Branding, Login message, Welcome message, Client Portal name and URL change, as needed
 - 3. Portal rollout and deployment to Customer's clients
 - a. Identify initial portal audience and portal invitation end-to-end workflow
 - b. Portal invitations for initial rollout sent by Zywave on behalf of Customer
 - c. Illustrate helpful Client Utilization reports
 - d. Creation of one (1) custom content group to be utilized for future Customer portal activations
 - e. **Instructional Design**
 - i. Zywave creates one (1) prospecting video to promote the Client Portal
 - 1. Video to include custom branding

2. Formatting to be based on templated layout

- III. **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 or maintenance of administrative User
 - ii. Additional branding or ongoing maintenance of initially applied branding on Customer's behalf
 - b. **Data Services**
 - i. Additional data imports or data imports
 - ii. Data import for fields not specified in data template
 - iii. OSHA log imports
 - iv. Custom SCORM file creation and/or upload
 - c. **Training**
 - i. On-site training at Customer or Zywave physical locations
 - ii. Additional one-on-one training sessions
 - d. **Consulting**
 - i. On-site consulting at Customer or Zywave physical locations
 - ii. Additional consulting sessions
 - iii. Creation of additional custom content groups
 - iv. Customized employee survey questions and/or deliverables
 - v. Learning Management System (LMS) course creation User setup
 - vi. Ongoing system maintenance tasks including
 1. Updates to Client Portal branding
 2. Sending of additional portal rollout invitations on behalf of Customer
 3. Ongoing system reporting
 4. User maintenance and license review or updates
 - e. **Instructional Design**
 - i. Ongoing customizations to prospecting video included in section II.e.
 - ii. Additional Customer videos
- IV. **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.
- V. **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.