II.

Exhibit A – Professional Services Description

Professional Services – Content Cloud – Starter – Premium

Overview. This service agreement includes services for the Customer's initial implementation of Content 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.** 2-4 weeks from Initial Effective Date dependent upon Customer engagement.
 - **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
- ii. Zywave creates five (5) initial Dynamic/Static Distribution Lists for email marketing
- iii. Integration setup between Smart Content and Salesforce

c. Training

- i. One-On-One training plan discussion with a Subject Matter Expert to deliver a training plan based on Customer's needs
 - 1. Training program includes:
 - a. Content searches
 - b. Content management
 - c. Content sharing
- 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

- i. Application of User permissions, data management access, and feature access
- ii. Content Management Configuration
 - 1. Upload of up to 15 custom content pieces in formats compatible with currently available system functionality
 - 2. Creation of content management folders for content storage and usage
 - 3. Zywave completes one (1) initial content theme and branding on behalf of Customer
- iii. One-on-One Post Training Consultations
 - 1. Discuss User permission strategy and group build out
 - 2. Content usage strategy and distribution techniques
 - a. Utilizing custom content and prebuilt resources within the Zywave Content library
 - 3. Email Marketing delivery process within Content Cloud

- a. Assisting with establishing workflows on email template customization to match Customer's branding
- b. Establishing best practices with campaign audiences and timing for email delivery
- 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
 - ii. Data import for fields not specified in data template
 - iii. Creation of additional Dynamic/Static Distribution Lists
 - iv. Configuration of additional third-party integrations
 - c. Training
 - i. On-site training at Customer or Zywave physical locations
 - ii. Additional or one-on-one training sessions
 - d. Consulting
 - i. On-site consulting at Customer or Zywave physical locations
 - ii. Additional consulting sessions
 - iii. Ongoing system maintenance tasks including
 - 1. Upload of additional custom content pieces
 - 2. Ongoing system reporting
 - 3. User maintenance and license review or updates
 - 4. Creation of additional content themes
- 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.