

Exhibit A – Professional Services Description

Professional Services – Client Cloud - Performance – Standard

Overview. This service agreement includes services for the Customer's initial implementation of Client Cloud Performance. 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.** 8-10 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
 - vi. Branding of customer’s Learning Management System (LMS)
 - b. **Data Services**
 - i. Zywave processes a one-time upload of accounts and contacts
 - c. **Training**
 - i. One-On-One training reviewing Client Portal, Learning Management System (LMS), and Toolbox configuration and setup.
 - 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 and Learning Management System (LMS)
 - v. Education Hub access for Client Portal and Learning Management System (LMS) 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 and Learning Management System (LMS) rollout configuration
 - a. Creation of up to three (3) personalized pages within Client Portal
 - i. Formatting to be based on templated layout options
 - b. Creation of up to three (3) LMS course packages based on client needs
 - c. Upload of up to ten (10) LMS courses to course library
 - d. Configuration of up to five (5) Application Packages, including HR and Compliance
 4. Portal rollout and deployment to Customer's clients

- a. Portal invitations for up to ten (10) clients for initial rollout sent by Zywave on behalf of Customer
- b. Learning Management System (LMS) initial activations for up to ten (10) clients sent by Zywave on behalf of Customer

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. 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 or 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. Additional Learning Management System (LMS) course creation and 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
 - 5. Creation of additional Application Packages on behalf of Customer
 - 6. Creation of Handbooks or Enrollment Booklets on behalf of Customer

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.