

Exhibit A - Professional Services Description

Professional Services – Client Engagement Suite – Platform

- I. Overview.** This service agreement includes services for the Customer's initial implementation of the Hosted Application. Additional components, not listed here, require additional services.
- II. Zywave Team.** The Zywave Team assigned to perform the Professional Services described in the agreement will include a Project Manager, Implementation Consultant, Product Trainer, and Data Analysts.
- III. Duration.** 8-10 weeks from Initial Effective Date based on Customer responsiveness and availability.
- IV. Inclusions.** The following services will be provided as part of this agreement:
 - a. Initial System Configuration**
 - i. Internal user login setup
 - ii. Logo setup to brand the Portal and Content
 - iii. Assignment of one (1) IP address and the associated “Send on Behalf” utility allowing for email masking for content delivery
 - b. Customer Training**
 - i. Up to three (3) one-on-one training sessions covering topics including:
 - 1. Content & Email marketing
 - 2. Client Portal
 - 3. Learning Management System and Toolbox applications
 - 4. How to Sell the Client Engagement Suite
 - ii. Access to Zywave University via On Demand training resources
 - c. Policy Holder Training**
 - i. Facilitation of one (1) client rollout live webinar for up to 250 policyholders
 - 1. Recording of session to be provided to customer via .mp4 format
 - ii. Customer clients (policy holders) will have access to the Education Hub group webinar training
 - d. Data Migration**
 - i. For Customers not utilizing the Zywave API, one (1) initial data import of Account and Contact information
 - ii. Best practice documentation for on-going data maintenance to keep policy holder data and access up to date
 - e. Business 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
 - e. Customization of one (1) Employee Handbook to be used as template for ongoing handbook usage
 - f. Customization of one (1) Enrollment Booklet to be used as template for ongoing enrollment usage
4. 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. Learning Management System (LMS) initial activations sent by Zywave on behalf of Customer
 - d. Illustrate helpful Client Utilization reports
 - e. Creation of one (1) custom content group to be utilized for future Customer portal activations

f. Rollout and Marketing Materials

- i. Up to one (1) branded prospecting video highlighting the Client Engagement suite
 - 1. Customer will receive up to two (2) change requests before finalizing the video
 - 2. Customer will be provided the .mp4 to place in a location of their choice
 - 3. Using stock video, photos and/or music to help you promote and share the value of your portal with your customers
 - 4. On-going maintenance of the video shall be completed by the customer
 - 5. If customer requires Zywave's assistance to update a video a Statement of Work at an additional fee will be required
- ii. Provision of the following materials in template form for customer customization:
 - 1. Rollout Toolkit containing email communication templates, sample rollout strategies, and strategies for ongoing policy holder engagement
 - 2. Marketing One sheets included in the Rollout Toolkit to convey the value of the Client Engagement suite. The customer can customize and brand these as needed.

V. Exclusions. The following activities are not included in this Agreement and, if applicable, require an additional service agreement and possible fees:

a. Initial Setup

- i. Additional assignments of IP address and the associated "Send on Behalf" utility allowing for email masking for content delivery

b. Training:

- i. Additional training that has not been outlined in section IV (Inclusions)
- ii. On-site training or consulting at Customer or Zywave physical location

c. Data Services:

- i. Customizations to or additional Third-Party System Integration(s)
- ii. OSHA log data imports
- iii. Data refreshes

d. Consulting:

- i. Custom graphic design work
- ii. Creation of custom email templates
- iii. Additional consulting sessions not specified within section IV.c.
- iv. Custom SCORM file creation and/or upload
- v. Custom portal page creation on behalf of the customer

- vi. Uploading of custom content
- vii. Creation of custom content
- e. Rollout and Marketing Materials**
 - i. Branded Prospecting videos
 - 1. Creating a full new video from scratch
 - 2. Creating new logos for your business
 - 3. Filming video of your employees and/or your business location
 - 4. Video production that exceeds 8 hours
 - 5. More than 2 cycles of video edits (rounds of feedback) and review by the designer and customer
 - 6. Hosting your video with Zywave

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 invoice Customer for reasonable and actual travel, living expenses (if applicable) and related incidental expenses incurred by Zywave's personnel in rendering the Services.