

Exhibit A – Professional Services Description

Professional Services – Agency Matrix

- I. **Overview.** This service agreement includes services for the Customer's Launch Success and, if applicable and purchased, Continued Success of Agency Matrix, dependent upon the inclusion of Professional Services – One Time Implementation or Professional Services – Recurring Services within Customer's Product Schedule. 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, Data Analyst, Product Trainer, and Implementation Consultant.
- III. **Launch Success.** Applicable for Professional Services – One Time Implementation and Professional Services – Recurring Services, if purchased within corresponding Product Schedule.
 - a. **Estimated Duration.** 10-12 weeks from Initial Effective Date dependent upon Customer engagement.
 - b. **Inclusions.** The following services will be provided as part of this agreement.
 - i. **Initial Setup**
 1. Product activation and system configuration
 2. Creation of all initial end Users on behalf of Customer
 3. Creation of initial administrative User(s) on behalf of Customer
 - a. Created within both Zywave Home and Agency Matrix
 4. Configure system default values
 5. Setup of bridging to rating system
 6. Configuration of below solution areas based on Customer input:
 - a. Employees and locations
 - b. Employee permissions
 - c. Custom reporting setup
 - d. Automated marketing
 - i. Creation of custom agency drip activities
 - e. Email blasts
 - i. Creation of custom agency templates to be used for Emails or Texting
 - f. Texting
 - i. Creation of custom agency templates to be used for Emails or Texting
 - g. Carrier Downloads
 - h. Commissions
 - i. Configuration of overall agency commission setup and setup of employee producer commission splits (if applicable)
 - i. Merge carrier companies (post data conversion)
 - j. Merge policy types (post data conversion)
 - ii. **Data Services**
 1. One-time data import from prior management system using one (1) of the below options:

- a. Initial data transfer via database backup from Agency Management System (AMS) vendor
 - b. Initial AL3 files upload from carriers – one (1) import per carrier
 - c. Initial CSV file upload
 2. Converted data fields are dependent on the previous AMS vendor
- iii. **Training**
 1. One-on-one Solutions Overview Session reviewing strategy and best practice recommendations on how to leverage Agency Matrix data with other Zywave solutions (if Customer has additional applicable licenses)
 2. One-on-one training reviewing account management, quoting workflows (if applicable), downloads, and email marketing
 3. Live group training and on-demand training available via Zywave University
- iv. **Consulting**
 1. Post Conversion Data Review
 - a. Verify Customer data has been properly converted into test environment
 - b. Ensure Data Services Team completes conversion into live customer environment once key data values have been reviewed with Customer
 2. Custom One-on-One Post Training Consultation Calls
 - a. Content designed in collaboration with Customer to deliver custom workflows and post setup topics including:
 - i. Daily agency workflows for quoting and policy management
 - ii. Initial review of processing and reconciling policy downloads into Agency Matrix or how to switch from outside vendor
 - b. Ongoing system maintenance preparation for key administrative items:
 - i. Automated marketing
 - ii. Rater integration
 - iii. Commission reconciliations
 - iv. Reporting
- v. **Post Go-Live Services**
 1. Post go-live call after Customer is live on Agency Matrix
 - a. Provide final system support ahead of project completion within thirty (30) days of go-live
- c. **Exclusions.** The following activities are not included in this agreement and, if applicable, require an additional service agreement and subsequent cost estimate.
 - i. **Setup**
 1. Additional setup beyond noted inclusions in section III.b.
 - ii. **Data Services**
 1. Additional data imports or data imports larger than 400 GB
 2. Data import for fields not specified in data template
 3. Data revisions sixty (60) days after confirmed import date
 4. Database backups
 - a. Raw files accessible for thirty (30) days from initial delivery to customer
 - iii. **Training**
 1. On-site training at Customer or Zywave physical locations

2. Creation of custom videos
- iv. **Consulting**
 1. On-site consulting at Customer or Zywave physical locations
 2. Ongoing system maintenance tasks including
 - a. Custom accounting
 - b. Commissions
 - c. Additional custom reports
 - d. Upload of files or attachments

- d. **Expiration.** All One Time Implementation Professional Services are subject to the Zywave Cancellation Policy available at <https://www.zywave.com/training-cancellation-policy>. Any unused One Time Implementation 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.
- e. **Billing.** The One Time Implementation 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.

IV. **Continued Success.** Applicable only if Professional Services – Recurring Services purchased within corresponding Product Schedule.

- a. **Duration.** Ongoing for the duration of the Term based on Customer's responsiveness and availability.
- b. **Inclusions.** The following may be provided as part of this agreement, depending upon Customer engagement.
 - i. All service requests are reviewed for feasibility and scope alignment. Zywave reserves the right, in its sole discretion, to decline or re-scope requests that fall outside the capabilities of this service package. Requests determined to be outside the defined scope, technically infeasible, or requiring additional development, legal approval, or non-standard effort will not be performed without a mutually executed Statement of Work or applicable change order.
- c. **Exclusions.** For avoidance of doubt, the following are not included in this agreement and, if applicable, require an additional service agreement and subsequent cost estimate.
 - i. On-site training, consulting, or other service work at Customer or Zywave physical locations
 - ii. Services provided in existing Zywave Service Offerings
 - iii. Custom reporting, data extracts, and data back-ups
 - iv. Industry specific trainings nor trainings unrelated to Hosted Application
 - v. Entering Carrier credentials for binding/quoting
 - vi. Data and/or account moves or merges, which included but is not limited to:
 1. Technical moves or merges as a result of a merger or acquisition
 2. Agency Data Merge
 3. Transitioning Hosted Application access between accounts and/or BIDs
 - vii. Custom work, which includes but is not limited to:
 1. Custom integrations not already supported by the platform

2. Custom development, that includes API development, scripting, or middleware setup
 3. Creation of custom content on behalf of the Customer nor custom e-learning materials
- viii. Services do not include enabling Customer's clients to submit service requests directly, as all such requests must be initiated solely by the Customer.
- ix. Zywave will not act as the Customer's system administrator or provide staff-augmentation services to support the Customer's day-to-day operational tasks.