

Exhibit A – Professional Services Description

Professional Services – BrokerageBuilder

- I. **Overview.** This service agreement includes services for the Customer's Launch Success and, if applicable and purchased, Continued Success of BrokerageBuilder, 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.** 12-16 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
 4. Application of User permissions, data management access, and feature access
 5. Configuration of below solution areas based on Customer input:
 - a. Creation of Benefit Team(s)
 - b. Agency Departments
 - c. Account Roles
 - d. Pay Modes
 - e. Bill Modes
 - f. Plan Types
 - g. Plan Benefit Items
 - h. Plan Statuses
 - i. Training Plans
 - j. Training Benefit Items
 - k. Additional custom default plans, with benefit items, for purpose of copying during plan creation and renewals
 - l. Account Activity Types
 - m. Carrier Activity Types
 - n. Additional custom activity types
 - o. File/Attachment folder structure for the current and upcoming calendar years
 - p. Revenue Sources
 - q. Carrier commission schedules across all configured carriers (if applicable)
 6. Assignment of one (1) IP address and the associated "Send on Behalf" utility
 7. Logo setup

ii. Data Services

1. One-on-one data discovery consultation with Customer and Data Analyst to perform a one-time data pull from Customer's legacy Account Management System (if applicable)
2. Zywave processes initial upload of Customer accounts, account contacts, carriers, plans, expected commissions, commission splits, and activities
 - a. Includes import of applicable custom fields tied to data categories mentioned in III.b.
3. Data review of the above-mentioned data prior to the completion of data upload
4. A Data Analyst will consult with the Customer regarding custom reporting needs and design ReportCenter reports to support the Customer's needs
5. Zywave completes setup or configuration of available third-party integration(s) on behalf of Customer

iii. Training

1. One-on-one training reviewing account management, activities, and renewal workflows
2. Live group end user training session or producer training session
3. Unlimited access to Zywave's Support Library providing:
 - a. Smart support resources and best practice documentation
 - b. Quick case submission
 - c. Workflow documentation for end users
 - d. Community forum to ask and answer questions
4. Live group training and on-demand training available via Zywave University

iv. Consulting

1. One-on-one data collection strategy
 - a. Data discovery consultation with Customer and Zywave Data Analyst to perform included one-time data pull from Customer's existing Agency Management System (if applicable)
 - b. Review of formatted Customer data once Zywave Data Analyst compiles Customer data into import template
 - c. Data review consultation to ensure work completed by Zywave Data Analyst is accurate ahead of data upload
2. One-on-one Post Training Consultation Calls
 - a. Customer discovery to learn more about goals and expectations
 - i. Conduct end-to-end agency management review process ahead of initial adoption
 - ii. Design custom plan management, prospecting, and renewal workflows
 - b. Execute initial adoption and rollout strategy
 - i. Creation of custom renewal workflow strategy for Customer's end users
 - ii. Implement change management techniques for Customer's sales and service users, incorporating custom activity types created during Initial Setup, for overall agency usage
 - iii. One-on-one commission tracking overview to distinguish differences between carrier reconciliation and tracking expected commission amounts
 - iv. Custom reporting consultations to enhance reports Zywave Data Analyst created mentioned in III.b.2. (if applicable)
 - c. Ongoing system guidance preparation for key administrative items:

- i. Incorporating the Microsoft Outlook Add-In for lead and account management
- ii. Complex reporting access for administrative and end users
- iii. Commission access for administrative and end users

b. **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
2. Data import for fields not specified in data template
3. Ongoing data maintenance on behalf of Customer
4. Setup or configuration of additional third-party integrations on behalf of Customer
5. Ongoing maintenance for third-party integration
6. Creation of additional custom reports
7. Ongoing report maintenance on behalf of Customer

iii. **Training**

1. On-site training at Customer or Zywave physical locations
2. Additional one-on-one training sessions

iv. **Consulting**

1. On-site consulting at Customer or Zywave physical locations
2. Additional consulting sessions
3. Ongoing system maintenance tasks including
 - a. Configuration of additional system workflows on behalf of Customer
 - b. Creation of carrier commission imports on behalf of Customer
 - c. Updates to the Microsoft Outlook Add-In on behalf of Customer
 - d. Updates to commission access for administrators and end users

c. **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.

d. **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.