

## Exhibit A – Professional Services Description

### Professional Services – Client Cloud – Business

- I. **Overview.** This service agreement includes services for the Customer's Launch Success and, if applicable and purchased, Continued Success of Client Cloud – Business, 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.** 8-10 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. Assignment of one (1) IP address and the associated “Send on Behalf” utility
      6. Logo setup
      7. Branding of Customer’s Client Portal
      8. Branding of Customer’s Learning Management System (LMS)
    - ii. **Data Services**
      1. Zywave processes initial upload of accounts and contacts
    - iii. **Training**
      1. One-on-one Solutions Overview session, reviewing core workflows for solutions purchased
      2. One-on-one training reviewing Client Portal and Learning Management System (LMS) setup, activation and maintenance, training for Toolbox setup and configuration
      3. Zywave hosted client rollout webinar for Client Portal and Learning Management System (LMS)
      4. Education Hub access for Client Portal and Learning Management System (LMS) User ongoing training
      5. Live group training and on-demand training available via Zywave University
    - iv. **Consulting**
      1. One-on-One Post Training Consultation Calls
        - a. Customer discovery to learn more about goals and expectations for client rollout
        - b. Review immediate commonplace portal maintenance for
          - i. Branding, Login message, Welcome message, Client Portal name and URL change, as needed
        - c. Portal and rollout configuration



- b. Sending of additional portal rollout invitations on behalf of Customer
  - c. Learning Management System (LMS) activations sent by Zywave on behalf of Customer
  - d. Ongoing system reporting
  - e. User maintenance and license review or updates
7. Creation of additional Employee Handbooks, Application Packages, or Enrollment Booklets on behalf of Customer

v. **Instructional Design**

- 1. Ongoing customizations to prospecting video included in section III.b.v.
- 2. Additional Customer videos

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.