

Exhibit A – Professional Services Description

Professional Services – Client Cloud – Starter

- I. **Overview.** This service agreement includes services for the Customer's Launch Success and, if applicable and purchased, Continued Success of Client Cloud – Starter, 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
 - 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 setup, activation and maintenance
 3. Zywave hosted client rollout webinar for Client Portal
 4. Education Hub access for Client Portal 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
 - i. Zywave consults on the Application Packages, helping the Customer to identify the correct package configurations based on the ideal Customer profile.

- d. Portal rollout and deployment to Customer's clients
 - i. Identify initial portal audience and portal invitation end-to-end workflow
 - ii. Portal invitations for initial rollout sent by Zywave on behalf of Customer
 - iii. Illustrate helpful Client Utilization reports
 - iv. Creation of custom content group(s) to be utilized for future Customer portal activations
- v. **Instructional Design**
 1. Zywave creates a prospecting video to promote the Client Portal, Learning Management System (LMS), and HR Hotline
 - a. Video to include custom branding
 - b. Formatting to be based on templated layout
- 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.
 2. Additional branding or ongoing maintenance of initially applied branding on Customer's behalf
 - ii. **Data Services**
 1. Additional data imports
 2. Data import for fields not specified in data template
 3. OSHA log imports
 4. Custom SCORM file creation and/or upload
 - iii. **Training**
 1. On-site training at Customer or Zywave physical locations
 2. Additional or one-on-one training sessions
 - iv. **Consulting**
 1. On-site consulting at Customer or Zywave physical locations
 2. Additional consulting sessions
 3. Creation of additional custom content groups
 4. Customized employee survey questions and/or deliverables
 5. Ongoing system maintenance tasks including
 - a. Updates to Client Portal branding
 - b. Sending of additional portal rollout invitations on behalf of Customer
 - c. Ongoing system reporting
 - d. User maintenance and license review or updates
 6. Creation of additional Application Packages 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.