

Exhibit A – Professional Services Description

Professional Services – TurboRater API

- I. **Overview.** This service agreement includes services for the Customer's Launch Success and, if applicable and purchased, Continued Success of TurboRater API, 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, 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 initial administrative User(s) on behalf of Customer
 3. Creation of additional Users and application of User permissions
 4. Access to quoting test environment
 - ii. **Training**
 1. One-on-one training session covering administrative workflows
 2. One-on-one training session covering user workflows
 3. Live group training and on-demand training available via Zywave University
 - iii. **Consulting**
 1. Guidance on setup and configuration
 2. Consultation on API usage including strategy and initial set of QA test plans
 3. Consultation on Carrier credentials setup
 4. Bi-weekly Q&A calls with a Zywave API technical expert during implementation until 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.
 2. Additional branding or ongoing maintenance of initially applied branding on Customer's behalf
 - ii. **Training**
 1. On-site training at Customer or Zywave physical locations
 2. Additional or one-on-one training sessions
 - iii. **Consulting**
 1. On-site consulting at Customer or Zywave physical locations
 2. Additional consulting sessions beyond noted inclusions in section IV.b.iii

- 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.