

Exhibit A – Professional Services Description

Professional Services – Sales Cloud Performance - PL

- I. **Overview.** This service agreement includes services for the Customer's Launch Success and, if applicable and purchased, Continued Success of Sales Cloud Performance - PL 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, Implementation Consultant, and Website Implementation Team.
- 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 initial administrative User(s) on behalf of Customer
 - a. Created within both Zywave Home and Agency Matrix
 3. Creation of all initial end Users on behalf of Customer
 4. Assignment of one (1) IP address and the associated “Send on Behalf” utility
 5. Logo setup
 6. Initial configuration of DecPage Connect, allowing Customer to obtain personal lines policy holder information
 7. Initial connection of DecPage Connect with TurboRater
 8. Activation of Zywave plan libraries for Personal Lines quoting
 9. Activate Leads and bind online codes for TurboRate for Zywave Website
 10. Setup of bridging Agency Matrix to TurboRater
 11. 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. Assistance with initial configuration on behalf of Customer
 - ii. Customer is responsible for completing registration of applicable texting phone number, owning a valid website, and accurate address information needed for initial configuration

- iii. Creation of custom agency templates to be used for Emails or Texting
 - g. Carrier Downloads
 - h. Commissions
 - i. Configuration of overall agency commission 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
 - 3. Zywave processes initial upload of accounts and contacts into Account Management with one (1) data refresh upon request
 - 4. Zywave processes initial miEdge data import into Account Management for immediate prospecting use
 - 5. Zywave creates initial Dynamic/Static Distribution Lists for email marketing
 - 6. Zywave completes setup or configuration of available third-party integration(s) on behalf of Customer
- 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, prospecting, downloads, automated email marketing
 - 3. One-on-one training for TurboRater for Websites workflows (if applicable)
 - 4. Live group end user training session for TurboRater Users
 - 5. 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
- c. Carrier Rating Strategy
 - i. Zywave to create initial auto quote templates and initial home quote template
- d. Automated Marketing Strategy
 - i. Utilizes the Distribution Lists created during setup to be used as contact recipients in email marketing
 - ii. Zywave creates initial custom email marketing templates
 - 1. Template content to encourage engagement and ways to increase email open rates
- 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
- vi. **Website Development & Implementation Consulting**
 - 1. System configuration for core application functionality
 - 2. System setup includes embedded schema to support search engine optimization (SEO)
 - a. Google's index is determined solely by Google's algorithms and cannot be guaranteed.
 - 3. Standard features are activated in preparation for site's launch, if applicable.
 - a. Location Editor
 - b. Employee Directory
 - c. Carrier Page
 - d. Testimonials
 - e. Quote Forms
 - f. Mission Statement
 - g. About Us
 - h. Create up to fifty (50) carriers, testimonials, and employees
 - i. Create up to three (3) custom forms with field limit not to exceed 15 fields per form
 - j. Customize up to ten (10) optimized location landing pages
 - 4. SSL Certificate installation
 - 5. Design and development for site layout and navigation based on currently available design themes
 - a. Request to change the selected design theme during or after development, may incur additional costs.
 - 6. Standard Zywave Website content package
 - 7. Import blogs
 - a. Requires existing blogs are exportable in XML format from current blog system
 - 8. Complete up to four (4) website reviews with customer prior to site launch
 - a. Up to four (4) rounds of edits and change requests
 - 9. Site migration options (if applicable)
 - a. For Zywave website Hosted Applications, a site migration is in scope, and consultation will be provided to ensure all relevant and compliant content from existing site is migrated over to the new layout not to exceed thirty (30) pages.

- b. For non-Zywave website Hosted Applications, migrate up to fifty (50) pages with content provided by customer – does not include blog posts.
 - 10. Configure Google Reviews widget
 - a. Only available if Google Business Profile is connected to Reputation Management
- vii. **Digital Marketing Services:**
 - 1. Access to dedicated Digital Marketing Specialist to align and strategize agency goals.
 - 2. Initial Kickoff Call and Consultation
 - 3. Access to monthly Live and On-Demand SEO webinars
 - 4. Initial SEO homepage optimization (i.e. Keywords and search phrases)
 - 5. Live demonstrations of administrative user features and functionality
 - 6. Setup of Business Listing; up to three (3) locations
 - a. Only applicable to physical office locations
 - 7. Updates to directory listings upon request
 - 8. Digital Marketing activities designed to drive website traffic, which may include a variety of the following activities:
 - a. Website analytics setup
 - b. Monthly website analytics reporting
 - c. Delivery of monthly newsletter including digital marketing best practice and strategies
 - d. Website Optimization
 - i. Site auditing and maintenance
 - ii. Content authoring
 - 9. Access to Reputation Management Dashboard
 - 10. Guidance and consultation on setting up and optimizing up to five (5) Google Business Profile pages
 - a. Optimization and verification subject to Google guidelines
 - b. Does not include service area businesses such as coworking spaces, PO boxes, remote and virtual office locations
- viii. **Custom Content Services:**
 - 1. Delivered by the last day of the month after website launch.
 - 2. Includes choice of one (1) custom website page with up to three (3) paragraphs of content, or one (1) custom blog per month up to 400 words.
 - 3. Custom Content excludes compliance content and Zywave reserves the right to deny content topics.
- ix. **Social Media Services:**
 - 1. Weekly Delivery: Social Media post services commence post-website launch, adhering to a standard schedule.
 - 2. Facebook Setup & Posts: Platform setup with three (3) posts per week from predefined tracks, featuring curated images from approved media libraries. Posts will include line of business-related content.
 - a. Note: Customization such as adding phone numbers or agency information is not available due to bulk scheduling.
- 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 or data imports larger than 400 GB
 2. Data import for fields not specified in data template
 3. Creation of additional Dynamic/Static Distribution Lists on behalf of Customer
 4. Data revisions sixty (60) days after confirmed import date
 5. 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. Additional one-on-one training sessions
 3. Creation of custom videos
- iv. **Consulting**
1. On-site consulting at Customer or Zywave physical locations
 2. Additional consulting sessions
 3. Ongoing system maintenance tasks including
 - a. Creation of additional Distribution Lists
 - b. Creation of additional email marketing templates
 - c. Creation of additional TurboRater quote templates, or updates to TurboRater quote templates created in section IV.b.iv.c.
 - d. Custom accounting
 - e. Commissions
 - f. Additional custom reports
 - g. Upload of files or attachments
 4. Ongoing configuration work of DecPage Connect post initial activation
- v. **Website Implementation**
1. Initial Setup
 - a. Configuration of IP Addresses
 - b. Email hosting
 - c. Domain registration
 - d. Customized reports
 2. Training
 - a. Customized and One on One training
 - b. On-site training or consulting at Customer or Zywave physical locations
 3. Website Implementation Consulting & Initial Setup
 - a. Unlimited photo download from Media Manager
 - b. Unlimited content migration from existing 3rd party platforms
 - i. Content migration will not exceed 20 pages. Additional page migration will incur additional fees, if the customer wants Zywave to migrate content on their behalf.
 - c. Specific types of custom design, custom development, and integration with 3rd parties such as the following: Logo and other marketing collateral creation or adjustment, API Integrations, website structural adjustments to templates or template parts, etc.
 - d. Customized and optimized location landing pages beyond up to five (5) included

- e. Once Customer agrees to website layout, a Statement of Work will be required for any website layout change(s)
- f. Layout changes after initial implementation. A Statement of Work will be required for any ongoing layout changes.
- g. Foreign language translations. Spanish translations available for standard content at an additional fee.

vi. Digital Marketing Services

- 1. Creation or customization of content beyond choice of one (1) custom website page or one (1) custom blog per month
 - 2. Administrative, content, design, or configuration website changes for requested by Customer including requests that are available for Customer to perform directly through the website platform
 - 3. Guidance and consultation on setting up and optimizing Google Business Profile beyond the up to five (5) pages included
- 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
 - 4. Administrative, content, design, or configuration website changes for requested by Customer including requests that are available for Customer to perform directly through the website platform
- 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.