

Exhibit A – Professional Services Description

Professional Services – Sales Cloud Starter- Full Service

- I. **Overview.** This service agreement includes services for the Customer's Launch Success and, if applicable and purchased, Continued Success of Sales Cloud Starter – Full Service, 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.** 6-8 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 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
 - ii. **Data Services**
 1. Zywave processes initial upload of accounts and contacts into Account Management
 2. Zywave processes initial miEdge data import into Account Management for immediate prospecting use
 3. Zywave creates initial Dynamic/Static Distribution Lists for email marketing
 - iii. **Training**
 1. One-on-one Solutions Overview Session reviewing core workflows for solutions purchased
 2. One-on-one training reviewing quoting, prospecting, downloads, automated email marketing
 3. Live group training and on-demand training available via Zywave University
 - iv. **Consulting**
 1. 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. Customer discovery to learn more about goals and expectations
 - ii. One-on-one prospecting and email marketing strategy workflow discussions, based on industry focus
 - b. 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. Website Development

1. Initial Setup and Development
 - a. Product activation and User setup
 2. Development
 - a. System configuration for core application functionality
 - b. Standard features are activated in preparation for website launch, if applicable.
 - i. Location Editor
 - ii. Employee Directory
 - iii. Carrier Page
 - iv. Testimonials
 - v. Quote Forms
 - vi. About Us
 - c. SSL Certificate installation
 - d. Design and development for site layout and navigation based on currently available design themes
 - i. Request to change the selected design theme during or after development, may incur additional costs.
 - e. Standard Zywave Website content package
 - f. If a site migration from Legacy IWB is in scope and in compliance, 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. For avoidance of doubt, an in scope and in compliance site migration is limited to existing Zywave website Hosted Applications.
 3. Training:
 - a. Access to Zywave University via On Demand and Group Instructor Led curriculum offerings
- 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. Creation of additional Dynamic/Static Distribution Lists on behalf of Customer
 4. Ongoing data maintenance on behalf of Customer
 5. Setup or configuration of third-party integrations 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. Creation of additional Distribution Lists
 - b. Creation of additional email marketing templates
 - c. Custom reporting
 - d. Upload of files or attachments
 4. Ongoing configuration work of DecPage Connect post initial activation
 - v. **Website Development.**
 1. Initial Setup:
 - a. Configuration of IP Addresses
 - b. Email hosting
 - c. Domain registration
 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. Once Customer agrees to website layout, a Statement of Work will be required for any website layout change(s)
 - e. Layout changes after initial implementation. A Statement of Work will be required for any ongoing layout changes.
 - f. Foreign language translations. Spanish translations available for standard content at an additional fee.
- 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.