

Siteimprove

Professional Services Agreement

v. October 2025

BY EXECUTING A SERVICE ORDER FOR PROFESSIONAL SERVICES, CUSTOMER AGREES TO THE TERMS OF THIS PROFESSIONAL SERVICES AGREEMENT ('PSA'). IF THE INDIVIDUAL ACCEPTING THIS PSA IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY. CUSTOMER ACKNOWLEDGES THAT IT WILL ONLY BE ABLE TO ORDER PROFESSIONAL SERVICES WHERE IT HAS AN ACTIVE SERVICE ORDER FOR SOFTWARE SERVICES.

1. Scope

This PSA is incorporated in the Siteimprove Master Subscription Agreement ("Agreement") by mutual reference and any definitions with initial capital letters shall have the meanings ascribed to such terms in this PSA and elsewhere in the Agreement.

This PSA is limited to Professional Services and does not convey any right to use Siteimprove's Software Service. Any use of Siteimprove's Software Service by Customer will be governed by the Agreement or other separate agreement entered into by the parties explicitly governing such rights and obligations.

In the event of conflict between the terms of this PSA, the Agreement and the applicable Service Order, the following order of precedence shall apply in relation only to Professional Services: 1) Service Order; 2) this PSA; 3) the Agreement.

2. Performance of Professional Services

- a. **Delivery of Professional Services.** Siteimprove shall, during the term outlined in the Service Order for Professional Services, provide to Customer the Professional Services ordered within the applicable Service Order. Siteimprove will control the method and manner of performing the work needed to provide the Professional Services as agreed in the Service Order, including but not limited to, the supervision and control of any personnel involved with the delivery of the Professional Services. Siteimprove will utilize personnel at its own discretion as it deems necessary to perform the Professional Services or any portion thereof. Siteimprove is entitled to replace Professional Services personnel, provided that Siteimprove will be responsible for the performance of Professional Services by all Professional Services personnel. Customer may object to Siteimprove's use of Professional Services personnel by specifying its reasonable objection to Siteimprove, in which case the parties will cooperate in good faith to assign other personnel to deliver the Professional Services to the Customer.
- b. **Deliverables.** Siteimprove will provide the Professional Services, including any reports, documents and other deliverables prepared for and furnished to the Customer by Siteimprove as detailed more specifically in an executed Service Order ('Deliverable(s)'), in accordance with this PSA, the Agreement and the applicable Service Order.

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- c. **Acceptance.** The acceptance by Customer of the Deliverables shall be subject to the acceptance criteria set out in the applicable Service Order. If Customer fails to reject a Deliverable within 10 working days of delivery, the Deliverables will be deemed accepted.
- d. **Changes and Delays.** Once a Service Order is executed, the Professional Services to be delivered under that Service Order may only be changed through a change order mutually agreed and accepted in writing by authorized representatives of the Parties. Such changes may include, for example, changes to the scope of work and any corresponding changes to the Fees and delivery schedule. Any delays in the performance of the Professional Services which are caused by reasons or actions attributable to Customer may result in additional applicable charges for resource time. In no event shall Siteimprove be held responsible for non-performance of Professional Services in accordance with this PSA, the Agreement or any Service Order, if the delay is caused by reasons or actions attributable to the Customer.
- e. **Subcontractors.** Siteimprove may, in its reasonable discretion, and subject to prior notice, use subcontractors to perform any of its obligations in this PSA. Siteimprove will be responsible for the performance of Professional Services by the subcontractor and their compliance with Siteimprove's obligations and duties under this PSA.
- f. **Customer Responsibilities.** Customer will cooperate reasonably and in good faith with Siteimprove in its performance of Professional Services including but not limited to: (i) allocating sufficient resources and promptly performing reasonable tasks including responding to Siteimprove's reasonable requests and inquiries and providing accurate information reasonably required to enable Siteimprove to perform its obligations under each applicable Service Order; (ii) informing Siteimprove of any changes or additions to such information and data that might affect the performance of the Professional Services; (iii) actively participating in scheduled project meetings; (iv) providing, for Siteimprove, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer's dedicated instance of the Software and other facilities as required by the Siteimprove; (v) obtaining and maintaining all necessary licenses and consents and complying with all relevant legislation in relation to the Professional Services; and (vi) complying with any other obligations set out in the applicable Service Order.

3. Representations and Warranties

- a. Siteimprove represents and warrants that the Professional Services provided pursuant to this PSA, Agreement and applicable Service Order(s) will be performed in a timely and professional manner by Siteimprove and its personnel, consistent with generally accepted industry standards.

4. IP Ownership

- a. **Siteimprove Ownership.** Upon payment in full of the Fees, Customer will own the Deliverables, save that Siteimprove retains ownership of all ideas, concepts, know-how, techniques, code, materials, software, documentation and other work product (on whatever media), tools questionnaires and assessments, modules, courses, frameworks, algorithms, databases, content, models, and industry

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perspectives developed or enhanced outside of or in connection with the Professional Services, including the solutions themselves arising out of or resulting from the Professional Services and/or created or developed under in connection with an applicable Service Order (“Work Product”). Work Product will not contain Customer Data. To the extent the Deliverables include any embedded Work Products, Siteimprove hereby grants the Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, royalty-free license to use and copy the Work Products solely as part of the Deliverables. Customer agrees that, without Siteimprove’s prior written permission, it will not, or permit any third party to (a) access, copy or reverse engineer any Work Product or Deliverable, or (b) remove or circumvent security or technological safeguards, including notices, digital protection mechanisms, metadata, water-marks, or disclaimers provided with any Work Product or Deliverable. All Intellectual Property Rights in and to the Work Product shall remain exclusively vested or exclusively vest in Siteimprove upon its creation.

- b. **Customer ownership.** Customer shall retain ownership of all Customer Data and does not grant to Siteimprove any rights in or to Customer Data except that Customer shall grant to Siteimprove a non-exclusive, non-transferable, non-sublicensable, worldwide, royalty-free license to use and copy the Customer Data solely as part of the performance of Professional Services.

5. Non-Solicitation

- a. During the term of the applicable Service Order for Professional Services and for a period of one (1) year thereafter, Customer shall not directly and on its own initiative: (i) encourage, request, or attempt to influence any employee of Siteimprove to terminate her or his employment; or (ii) employ or take away any employee of Siteimprove, unless the employee on their own initiative (a) responds to a general employment advertisement when such solicitation is not specifically directed at that individual; (b) is directed to Customer by employment search firms where such employment search firms are not directed by Customer to initiate discussions with respect to the prospective employment of that individual; or (c) contacts Customer on his or her own initiative without any direct or indirect solicitation by Customer.