

BITES LEARNING LTD. MASTER SERVICES AGREEMENT

This Master Services Agreement together with the documents incorporated by reference herein, (the "MSA"), constitutes a legally binding agreement entered into by and between Bites Learning Ltd., a company organized under the laws of the State of Israel (Israeli company registration number 515519106), having its principal place of business at 46 Herbert Samuel Street, Tel Aviv 6330303, Israel ("Bites", "us", or "we"), and the entity subscribing to and/or identified in the order documents issued by Bites ("Customer"), as of the Effective Date (as defined below). By subscribing to the Platform and agreeing to these terms on behalf of a Customer, you hereby represents that (i) you are an authorized representative of the Customer and have full legal authority to bind the Customer to this MSA, and; (ii) after reading and understanding the MSA, the Authorized Representative agrees to its terms on behalf of the Customer. Customer's and its Authorized Representative and end users use of the Service and the Platform is also governed by this MSA. You affirm and signify your acceptance of this MSA by either: (i) clicking on a button or checking a checkbox for the acceptance of this MSA or adding an authorized signature to a copy of the MSA; (ii) signing an ordering document for the purchase of subscription and/or licenses to use the Platform and/or Services; or (ii) registering to, using or accessing the Services or Platform, whichever is earlier (the date on which You perform the action described in the earlier of (i) or (ii) shall be the "Effective Date" of these terms).

The Service Level Agreement, Data Protection Addendum, Acceptable Use Policy, and any other policies referenced herein (collectively, the "Collective Terms") are incorporated into and form an integral part of this MSA. In the event of any conflict between this MSA and any Collective Terms, this MSA shall prevail except as expressly set forth herein. Capitalized terms used but not defined in this MSA have the meanings set forth in the Collective Terms.

1. The Platform and Services.

1.1 The Platform. Bite's proprietary mobile and web application for generation and consumption of digital bitesize learning units, management and monitoring tools and related features and dashboards (the "**App**"), as well as a system to generate links and distribute links of the applicable learning units to End Users (as defined below) and monitor their use. The "Platform" includes all content and materials contained therein, including, without limitation, graphics, user interface elements, software code, text, images, audio-visual elements, data, databases and related documentation, and any updates, enhancements, or modifications thereto. All the foregoing shall be collectively referred to herein, as the "**Platform**".

1.2 The Services. Bite's services include the professional services related to the utilization of the Platform (if and to the extent procured) as well as maintenance and support services in accordance with the applicable SLAs, subject to your subscription program (the "**Services**").

1.3 Modification or Discontinuation. Bites may add, modify or discontinue any feature, functionality or tool, within the Service and/or Platform; provided, however, that for any material discontinuation or material adverse modification of features that are core capabilities of the Platform, as determined by Bites in its sole discretion, Bites will provide Customer with not less than thirty (30) days' prior written notice (which notice may be by email to Customer's designated administrators or by in-product notification).

2. Customer's Undertakings and Representations.

2.1 Customer hereby warrants and represents that (1) it has all necessary power and authorization required to enter into this MSA and consummate the provisions thereof; (2) it has all necessary permissions, licenses, approvals and consents, which are documented in writing, to the extent required, to provide Bites with any and all data and information Customer utilizes through the Platform and Services, including, without limitation, any and all Customer

Data and Personal Data (as such terms are defined herein and in the Bites Data Protection Addendum, as updated from time to time and published at <https://www.mybites.io/dpa> ,which is incorporated herein by reference), as provided by Customer and/or anyone on Customer's behalf (whether employees or others) through the use of the Platform and Services.

2.2 Customer undertakes and assumes all responsibility and liability with regards to, configuration of all settings and controls made available to Customer in the Platform; creating End User accounts ("**End User Accounts**"), defining and granting the different access rights and privileges available to different user types and admins permitted by Customer to use the Platform and Services (each, an "**End User**") of Customer's subscription account in the Platform ("**Customer Account**"). As between Customer and Bites, Customer assumes all liability for all of its End Users' acts or omissions including, without limitation, the setup of Customer's Account, End User Accounts, and any use of the Platform and Services (e.g., creation and use of content, distribution of "Bites", use of Customer Data and Personal Data contained in the Customer Account etc.). Customer shall be responsible to ensure Customer's End Users use the Platform and Services in compliance with Bites' rules and guidelines for using the Platform as articulated in Bites' Acceptable Use Policy incorporated herein by reference and forming an integral part hereof.

3. Bites Data; Customer Data.

3.1 Bites Data. Bites Data shall be considered all of Bites' software, Platform programming interface, design, text, editorial materials, informational text, look and feel, as well as content created, curated and/or provided and/or made available by Bites, including without limitation, photographs, illustrations, audio clips, video clips, artwork and other graphic materials (excluding Customer Data) ("**Bites Content**"), names, logos, any and all related or underlying technology and any modifications, enhancements or derivative works of the foregoing.

3.2 Customer Data. Customer Data is any data and content (such as photographs, videos, images, illustrations, audio clips, video clips, artwork and other graphic materials documents, questions and answers, texts, reports, or any other content, that Customer creates, curates posts, displays, uploads, submits, transmits, or otherwise makes available, to its End Users through the Platform and/or Services (the "**Customer Data**"). For the avoidance of doubt, Customer Data may contain Personal Data of End Users (for example, names, images, voices, or other identifying information embedded in user-generated content such as videos, quiz responses, or uploaded files). To the extent Customer Data contains Personal Data, the processing of such Personal Data by Bites shall be governed by the Data Protection Addendum (the "DPA"), and the license granted in Section 3.3 below is subject to and limited by the terms of the DPA. Customer Data does not include Sensitive Data (as defined in Section 3.5). For the further avoidance of doubt, Customer Data does not include outputs generated by AI-powered features of the Service (including, by way of example, AI-translated subtitles, AI-translated voice-overs, AI-generated insights, and Ask AI question-and-answer outputs), which outputs constitute functionality of the Service and are governed by the Service's availability during the Subscription Term, except as expressly addressed in Section 11.4 (Effect of Termination of Service).

3.3 License in Customer Data. Customer hereby grants Bites a worldwide, royalty-free, limited license to access, process, copy, distribute, perform, export, and display the Customer Data, for the purpose of and to the extent required for Bites to provide the Platform functionality and Services and to enable Customer to utilize the Platform and Services; As well as for the following purposes: (a) to enforce and ensure compliance by Customer and End Use with the Collective Terms, including without limitation by implementing applicable technical and organizational means, and investigate any alleged violations of the Collective Terms; (b) to prevent or address technical or security issues(c) to comply with a valid legal subpoena, request, or other lawful process; (d) as expressly permitted in writing by the Customer;.

3.4 Customer Data Compliance. Customer represents and warrants that: (a) it has or had obtained all rights,

licenses, consents, permissions, power and/or authority, necessary to grant the rights granted to Bites herein, for any Customer Data ; and (b) the Customer Data that it submits, Customer's use of the Customer Data, and Bites' use of the Customer Data, as set forth in this MSA, do not and shall not (1) infringe or violate any Intellectual Property rights, or privacy, data protection or publicity rights of any third party; (2) violate any of Customer's or third party's policies and terms governing the Customer Data; and (3) violate any federal, state, local and international applicable laws, including those related to data privacy and security, and data transfer and exportation (the "**Applicable Laws**").

3.5 No Sensitive Data. Customer, including anyone on its behalf, shall not use or utilize in conjunction with the Platform or Services (a) any Personal Data that is classified as sensitive, special category Personal Data or similar categorization under any Applicable Laws, requiring a higher level or different standards of treatment ("**Sensitive Data**"), including, but not limited to, any protected health information subject to the Health Insurance Portability and Accountability Act ("HIPAA"), as amended and supplemented, or any similar legislation in other jurisdictions; and (b) credit, debit or other payment card/scheme data, that is subject to PCI DSS standard or any other credit card schemes.

4. License.

4.1 Subject to and conditioned upon Customer's strict compliance with This MSA, and contingent upon payment of the Subscription Fees, Bites hereby grants to Customer a, non-exclusive, non-transferable (except in accordance with this MSA), non-sublicensable, limited right to use the Platform and the Services during any Subscription Term including the right for Customer's End Users to install access and use the App (as defined above) on their mobile devices and/or computers, all in accordance with the Subscription plan and metrics elected by Customer and solely for Customer's internal business purposes as forth in these Terms.

4.2 Use Restrictions. Except as expressly permitted in this MSA, Customer shall not, and shall not permit, assist or encourage any End User or other third party to: (1) sell, rent, lease, transfer, sublicense, disclose, publish, assign, market, resell, transmit or distribute any portion of the Service or the Platform to any third party, including, but not limited to Customer's affiliates, or use the Service in any service bureau arrangement; (2) use the Service or Platform for competitive purposes, including to develop or enhance a competing service or product; (3) reverse engineer, decompile or disassemble, decrypt or, attempt to derive the source code of, the Service or Platform, or any components thereof; (4) interfere or attempt to interfere with the integrity or proper working of the Service or Platform, or any related activities; (5) remove, deface, obscure, or alter Bites' or any third party's identification, attribution or copyright notices, trademarks, or other proprietary rights affixed to or provided as part of the Service or Platform, or use or display logos of the Service or Platform without Bites' prior written approval; (6) copy, modify, patch, improve, alter, change or create any derivative works of the Service or Platform, or any part thereof; (7) take any action that imposes or may impose (as determined at Bites' sole discretion) an unreasonable or disproportionately large load on the Bites infrastructure or infrastructures supporting the Platform or Service; (8) circumvent, disable or otherwise interfere with security-related features of the Platform or Service or features; (9) use the Service or the Platform to display, store or transmit infringing, libelous, obscene or otherwise unlawful or tortious material, or to store or transmit material in violation of any third-party privacy rights.

4.3 API Use. Bites makes available an application programming interface that provides additional ways to access and use the Service ("API") to Customers on enterprise-tier Subscription plans. Without derogating from Sections 4.1 through 4.3 hereof, API shall only be used for Customers' internal business purposes, in order to create interoperability and integration between the service and other products, systems or services used by Customer, as approved by Bites in advance. Such API is considered a part of the Service and the Platform, and its use is subject to the terms of this MSA. Customer should follow Bites' relevant developer guidelines when using the API. The API

is subject to modifications and changes, and Customer is solely responsible to ensure that its use of the API is compatible with the current version. Bites reserves the right, at any time and for any purpose, to modify or discontinue, temporarily or permanently, Customer's access to the API (or any part of it) with or without notice.

5. Intellectual Property Rights.

5.1 Intellectual Property Rights. In this MSA, "**Intellectual Property**" means any intangible proprietary right of any kind, including without limitation copyrights (including rights in literary, artistic and musical works, software, databases, documentation and the like), patents, designs, inventions, trade secrets, know-how, trade names, trademarks and service marks, domain names, logos, designs, goodwill, and any application, renewal, extension or registration in connection with any of the foregoing, whether registered or unregistered, in any country in the world, including pursuant to any applicable international conventions and treaties

5.2 Bites IP. All Intellectual Property Rights embodied in or related to the Service, Platform and Bites Data (as defined above), (collectively, "**Bites IP**"), are the sole and exclusive property of Bites and its licensors and shall be protected by applicable copyright or other intellectual property laws and treaties. As between Customer and Bites, Bites retains all rights, title and interest, including all intellectual property rights, in and to the Bites IP.

5.3 Customer IP. All Intellectual Property Rights embodied in or related to Customer Data ("**Customer IP**") are the sole and exclusive property of Customer and its licensors and shall be protected by applicable copyright or other intellectual property laws and treaties. As between Customer and Bites, Customer retains all rights, title and interest, including all intellectual property rights, in and to the Customer IP.

6. Privacy.

6.1 The Parties acknowledge that in the course of providing the Platform and the Services, Bites may process (including without limitation, collect, access, use and share) two distinct categories of Personal Data:

6.1.1 **Customer Account Data.** Personal data and details relating to the Customer's account with Bites, including: contact details of the Authorized Representatives and other Customer's representatives (for contractual, billing and payment, onboarding administrative and similar purposes); as well as any other information required for the management of the account, compliance review with the license terms, security operations and the operations required within Bites to enable the provision of the Services to the Customer ("**Customer Account Data**") – all excluding the Customer End User Data (as defined below). Any processing of Customer Account Data shall be done by Bites in its capacity as an independent Controller (as such term is defined by Applicable Laws). The processing of Customer Account Data shall be governed by this MSA and Bites Privacy Notice as updated from time to time and published at <https://www.mybites.io/privacy> which is incorporated herein by reference. It is hereby acknowledged and agreed by Customer, that in addition to any purposes of processing described in the Privacy Notice, Customer Account Data may be used by Bites in anonymized or aggregated, non-identifiable form, for Bites' own business purposes, including research and development, BI and optimization of its operations.

6.1.2 **Customer End User Data.** Personal data relating to End Users such as details of End Users, Customer's employees, representatives or suppliers which the End User and/or anyone on its behalf provides, inputs, uploads, generates or collects, or which is generated for them, through or in connection with the Services and/or the Platform, including without limitations details of the End Users (such as name, role, email address, user credentials and access permissions); End User account settings, configurations and preferences; and operational data relating to the use of the Platforms by End Users (such as logs of access and actions performed) as well as any processing, analysis, result or derivative thereof, to the extent such data can be attributed to the Customer ("**Customer End User Data**") shall be processed by Bites as a Processor (as such

term is defined by Applicable Laws) on behalf of the Customer and governed by Bites Data Protection Addendum as updated from time to time ("**DPA**"), which is incorporated herein by reference. Notwithstanding any contrary provision in this MSA, in any case of conflict between the terms of this MSA and the DPA, with respect to the subject matter of the DPA, the DPA shall prevail.

7. Third Party Services; Links.

7.1 Third Party Services. Bites may enable Customer to integrate certain third-party applications, services, tools and platforms with the Platform (collectively, "**Third Party Services**"), which may include for example categories such as HRIS platforms, communication and messaging platforms, and learning management systems. The list of integrations currently supported by Bites is published from time to time on Bites' website (and may change at Bites' discretion). Integrations may be enabled by Bites on Customer's behalf as part of Bites services, or, for Customers on enterprise-tier Subscriptions, configured by Customer via the Bites API. Integration with Third Party Services may be subject to additional fees, as shall be set forth in any applicable ordering documents.

7.2 Independent Relationship. when Customer uses Third Party Services, Bites shall merely act as an intermediary platform between Customer and such Third-Party Services, and shall not, in any way, endorse any such Third-Party Services, or shall be responsible or liable in any way with respect to any such Third-Party Services, or any such Third Party's acts or omissions; Bites hereby irrevocably disclaims any such liability and Customer hereby irrevocably and unconditionally waives any such liability towards Bites. Any such Third Party Services shall be subject to and governed solely by the terms and conditions of such third parties providing the Third Party Services (which may include among other provisions, conditions or limitations on the access and use of certain Third Party Services, e.g. limitations on the number of actions, amount of users, or other uses) and/or payment for the use of, such Third Party Services (the "**Third Party Agreement**"). Without limiting the generality of the foregoing, any collection, processing and use of Customer's data (including any Personal Information) by any such Third Party Services, are subject to the Third Party Agreement and any policies of such Third Party with respect to processing of such data. Bites is not and shall not be a party to the Third Party Agreement. Bites is not and will not be in any way responsible or liable for the compliance by Customer or by the provider of the Third-Party Service with the Third-Party Agreement. Bites does not warrant that the Third Party Services will be, or continue to be, available through the Platform, and it may discontinue or limit any Third Party Services at any time at its sole discretion. Bites does not warrant that the Third Party shall offer or continue to offer the Third Party Services through the Platform, or continue to offer them in the same conditions (including without limitation, prices, functionalities, scope of license or services etc.) and Customer shall have no claims towards Bites in case such Third Party discontinues or makes any changes to its Third Party Services.

7.3 No Liability. BITES BEARS NO RESPONSIBILITY AND/OR LIABILITY FOR ANY THIRD-PARTY SERVICES, INCLUDING WITHOUT LIMITATION, OPERABILITY OR INTEROPERABILITY, SECURITY, ACCURACY, RELIABILITY, DATA PROTECTION AND PROCESSING PRACTICES AND THE QUALITY, AS WELL AS ANY ACTS OR OMISSIONS BY SUCH THIRD PARTIES. BY ACCESSING AND/OR USING THE THIRD-PARTY SERVICES, CUSTOMER AGREES THAT ITS ACCESS AND USE OF THE THIRD PARTY SERVICES ARE AT ITS SOLE DISCRETION AND RISK, THAT CUSTOMER IS SOLELY RESPONSIBLE FOR ENSURING SUCH THIRD PARTY SERVICE'S OPERATION AND PRACTICES AND THAT ITS RESPECTIVE THIRD PARTY AGREEMENT, MEET CUSTOMER'S NEEDS AND OR THAT CUSTOMER MEETS ANY CONDITIONS OR REQUIREMENTS MADE BY SUCH THIRD PARTY.

8. Subscription Term, Renewal and Fees Payment.

8.1.1 Subscription Term. The Service and Platform are provided on a subscription basis for the term specified in the purchase form describing the specific subscription plan (the “Subscription Term” and the “Subscription Plan”, respectively, and collectively the “Subscription”). Customer’s Subscription shall automatically renew for a renewal period equal in time to the original Subscription Term, at the same price [Bites, is that so?] unless either Party cancels the Subscription prior to its expiration. Customer has the right to cancel the renewal of the Subscription, subject to the terms hereof, prior to the Subscription renewal, at any time through the Customer Account settings or by contacting Bites customer service team [Bites, no option to do that through the platform?]. Customer’s obligation to pay the Subscription Fees throughout the end of such Subscription Term shall remain effective, and Customer shall not be entitled to a refund for any pre-paid Subscription Fees.

8.2 Subscription Fees. In consideration of the provision of the Platform and Services (except for Trial Service, as defined below), Customer shall pay Bites the applicable fees per the purchased Subscription, as set forth in the purchase form describing the specific subscription plan (the “**Subscription Fees**”). Unless indicated otherwise, Subscription Fees are stated in US dollars. Bites is hereby authorized by Customer, either directly or through our payment processing service, to charge such Subscription Fees via Customer’s selected payment method, upon due date. Unless expressly set forth herein, the Subscription Fees are non-cancellable and non-refundable. In the event of failure to collect the Fees owed by Customer, Bites may, at its sole discretion (but not obligated to) attempt to collect the Fees again upon notice to Customer and/or suspend or cancel the Customer Account. Unless expressly stated otherwise in the purchase form or in a separate legally binding agreement, discounts and other promotional offers shall not renew upon renewal of Subscription, and Bites will renew such Subscription, at the full applicable Subscription Fee at the time of renewal.

8.3 Taxes. The Subscription Fees are exclusive of any taxes (including without limitation, value added tax, sales tax, use tax, excise, goods and services tax, etc.), levies, or duties, all of which may be imposed on Customer subject to any relevant laws and regulations.

9. Subscription Changes . Any change to the Services, including without limitation any upgrade, modification, addition of features, increase in usage volumes or number of End Users, or expansion of the Service scope (each, a “**Change**”), shall be subject to the applicable additional fees in accordance with the Bite’s then-current pricing plans. Customer acknowledges that fees associated with any Change will apply from the date such Change is activated and will be charged in accordance with the Bite’s billing policies as updated from time to time.

10. Pre-Released Services.

10.1 Pre-Released Services. Note that Bites may offer certain Services that are still under development, and as such they may be incomplete, may contain bugs, be inoperable, suffer disruptions and/or not operate as intended (the “**Pre-Released Services**”). Bites makes no promises that any Pre-Released Services will be made available to You and/or generally available.

10.2 Pre-Released Services are licensed hereunder on as “As-Is”, “With All Faults” “As Available” basis, with no warranties, express or implied, of any kind. The indemnity undertaking by Bites set forth in Section 16.2 herein shall not apply to any Pre-Released Services.

11. Term and Termination; Suspension.

11.1 Term. The terms of this MSA are effective commencing upon the Effective Date, until the end of the

Subscription Term or any renewal thereof, or until otherwise terminated by Bites or Customer as follows.

11.2 Termination by Bites. Bites retains the right to terminate this MSA and/or suspend Your access to the Platform and the Service, or any part thereof, immediately upon notice to Customer, if Customer: (i) materially breaches Collective Terms (as such term defined above) and fails to remedy such breach within thirty (30) days after receiving written notice of the breach. Without limiting the generality of the foregoing, End User's breach of the Acceptable Use Policy – for End Users, shall be deemed a breach of the Collective Terms by the Customer; or (ii) commences bankruptcy or dissolution proceedings, has a receiver appointed for a substantial part of its assets or ceases to operate in the ordinary course of business.

11.3 Termination by Customer. Customer may terminate this MSA: (i) for Bites' material breach of this MSA or the Collective Terms, if Bites fails to cure such breach within thirty (30) days after receiving written notice of the breach from Customer; (ii) immediately upon written notice if Bites commences bankruptcy or dissolution proceedings, provided that such proceedings are not dismissed, stayed or otherwise discharged within ninety (90) days, or if a receiver is appointed over a substantial part of Bites' assets, provided that such appointment is not vacated or discharged within ninety (90) days; (iii) for chronic underperformance of the SLA in accordance with its terms; or (iv) for material adverse modification of the Collective Terms in accordance with Section 19. In the event of termination by Customer under this Section, Customer shall be entitled to a pro-rata refund of any pre-paid, unused Subscription Fees.

11.4 Effect of Termination of Service. Upon termination or expiration of Subscription Term, Customer's Subscription and all of its rights granted hereunder shall terminate. It is the Customer's sole liability to export the Customer Data prior to such termination or expiration. During a thirty (30) day period after termination, Customer shall still be able to make a limited use of the Service in order to export the Customer Data (the "Read-Only Mode"). If, following the lapse of the Read-Only Mode Customer did not delete the Customer Data from the Customer Account, Customer shall have no claims against Bites with respect to the storage by Bites of such Customer Data and Bites may permanently delete any Customer Data. Unless expressly indicated herein otherwise, the termination or expiration of the Subscription prior to the end of the Subscription Term shall not relieve Customer from its obligation to pay due Subscription Fees.

11.5 Export Formats and Scope. Subject to Customer's full satisfaction of its payment obligations and other material obligations under this MSA, and upon Customer's written request made prior to the end of the Read-Only Mode period, Bites shall make available to Customer for download: (i) Customer's original video and media content in MP4 format (with the original-language voice-over as recorded by Customer embedded therein); (ii) original-language transcripts of such content, where generated; (iii) original-language subtitle/caption files (in VTT format) for such content, where generated; (iv) usage, engagement, and analytics data in CSV or Excel format; and (v) Ask AI question-and-answer interaction history attributable to Customer (collectively, "Export Materials"). The following constitute functionality of the Service rather than Customer Data, and shall cease to be available upon termination, and are not included in the foregoing Export Materials : (a) AI-generated voice-overs in languages other than the original recorded language (which are stored as separate audio assets and are not embedded in the original video file); (b) AI-generated translated subtitle/caption files (in any language other than the original recorded language); (c) the live "Ask AI" question-answering function (as distinct from historical Q&A records, which are exportable per clause (v) above); and (d) AI-generated insights, dashboards, and analyses produced dynamically by the Service. For the avoidance of doubt, the foregoing export rights apply only to Customer Data and the specifically enumerated items above, and do not include Bites Data, any Bites IP, any data that is not attributable to Customer, and/or any other content or data not specifically listed as Export Materials,.

11.6 Survival. Section 2.1 (Customer's Undertakings and Representations), 3 (Customer Data), 6 (Intellectual Property Rights), 6 (Privacy), 7 (Third Party Services), 8 (Subscription Term, Renewal and Fees Payment) in respect of unpaid Subscription Fees, 10.2 (Governing Terms of Trial Services and Pre-Released Services), 11 (Term and Termination; Suspension), 12 (Confidentiality), 14 (Bites Representation and Warranties); 14 (Warranty Disclaimer), 0 (Limitation of Liability), 16 (Indemnification), 20 (Governing Law and Jurisdiction; Class Action Waiver) and 21 (General Provisions), shall survive the termination or expiration of this MSA, and continue to be effective in accordance with their applicable terms.

11.7 Suspension. Without derogating from the termination rights above, Bites may decide to temporarily suspend the Customer Account (including any access thereto) and/or the Service, in the following events: (i) if Bites believes, at its sole discretion, that Customer, any of its End Users or any third party, are using the Service in breach of the Collective Terms or applicable law ; (ii) Customer's payment obligations, in accordance with the terms agreed with Customer, are, overdue; (iii) if Bites believes, at its sole discretion, that Customer, any of its End Users' or any third party, are using the Service in a manner that may impose a security risk, may cause harm to Bites or any third party, and/or may raise any liability for Bites or any third party; or (iv) Customer or any of its End Users are in breach of the Collective Terms. The suspension rights are in addition to any remedies that may be available to Bites in accordance with the terms of this MSA and/or applicable law.

12. Confidentiality.

12.1 Confidential Information. Each party ("**Discloser**") shall not disclose non-public business, product, technology and marketing information, including without limitation, customer lists and information, know-how, software and any other non-public information that is either identified as such or should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure, whether disclosed prior or after the Effective Date (the "**Confidential Information**") to the other party ("**Recipient**").

12.2 It is hereby clarified (a) Bites' Platform, Service, Trial Service and/or Pre-Released Services, inclusive of their underlying technology, and their respective performance information, as well as any data, reports and materials provided to Customer in connection with use of the Service, are regarded as Bites' Confidential Information, and (b) Customer Data is regarded as Customer's Confidential Information. Confidential Information excludes information that (i) Recipient can demonstrate in its records that such information was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser; (ii) is received from a third party without breach of any obligation owed to the Discloser; (iii) is or becomes generally available to the public without breach of any obligation owed to the Discloser; or (iv) was independently developed by the Recipient without any use or reference to the Confidential Information.

12.3 Confidentiality Undertakings by the Recipient. The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this Agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this Agreement. Recipient shall not use or disclose any Confidential Information to any third party, except as part of its performance under this MSA.

12.4 Compelled Disclosure. Notwithstanding the above, Confidential Information may be disclosed pursuant to the order or requirement of a court, administrative agency or other governmental body; provided, however, that to the extent legally permissible, the Recipient shall make best efforts to provide prompt written notice of such court order or requirement to the Discloser to enable the Discloser to seek a protective order or otherwise prevent or restrict such disclosure.

13. Bites Representation and Warranties.

Bites represents and warrants that: (a) it has the full power and authority to enter into this MSA and to carry out the obligations under its terms; (b) its compliance with this MSA will not violate any agreement by which it is bound; (c) the Platform and Services are provided as-is and on an as-available basis; the Services and the Platform will perform in all material respects in accordance with the Platform documentation provided by Bites to the Customer.

14. Warranty Disclaimer.

NOTWITHSTANDING ANYTHING IN THESE TERMS OR ELSEWHERE TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW:

14.1 EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PLATFORM AND THE SERVICES ARE PROVIDED "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE" BASIS. BITES AND ITS AFFILIATES, SUBCONTRACTORS, AGENTS AND VENDORS HEREBY DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES AND/OR REPRESENTATIONS OF MERCHANTABILITY, FUNCTIONALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE PLATFORM AND THE SERVICE REMAINS WITH THE CUSTOMER.

14.2 BITES AND ITS AFFILIATES DO NOT WARRANT, AND EXPRESSLY DISCLAIM ANY WARRANTY OR REPRESENTATION THAT THE SERVICE AND PLATFORM, INCLUDING THE ACCESS THERETO AND USE THEREOF, WILL BE UNINTERRUPTED, TIMELY, SECURED, ERROR FREE, THAT DATA WON'T BE LOST, THAT DEFECTS WILL BE CORRECTED, OR THAT THE PLATFORM AND/OR SERVICE ARE FREE FROM VIRUSES OR OTHER HARMFUL CODE. BITES AND ITS AFFILIATES FURTHER DISCLAIM ANY AND ALL LIABILITY OR RESPONSIBILITY FOR ANY DELAYS, FAILURES, INTERCEPTION, ALTERATION, LOSS, OR OTHER DAMAGES THAT CUSTOMER MAY SUFFER AS A RESULT OR IN CONNECTION WITH USING THE PLATFORM AND SERVICES, INCLUDING SUCH THAT ARE BEYOND OUR CONTROL.

14.3 EXCEPT AS EXPRESSLY SET FORTH HEREIN, BITES DOES NOT WARRANT, AND EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION (I) REGARDING ANY CONTENT, INFORMATION, REPORTS OR RESULTS THAT YOU OBTAIN THROUGH THE SERVICE AND/OR THE PLATFORM; AND/OR (II) THAT BITES' PLATFORM OR SERVICE (OR ANY PORTION THEREOF) IS COMPLETE, ACCURATE, OF ANY CERTAIN QUALITY, RELIABLE, SUITABLE FOR, OR COMPATIBLE WITH, ANY OF CUSTOMER'S CONTEMPLATED ACTIVITIES, DEVICES, OPERATING SYSTEMS, BROWSERS, SOFTWARE OR TOOLS (OR THAT IT WILL REMAIN AS SUCH AT ANY TIME), OR COMPLY WITH ANY LAWS APPLICABLE TO CUSTOMER OR CUSTOMER'S USE THEREOF; CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER IS SOLELY RESPONSIBLE FOR ITS COMPLIANCE WITH ANY LOCAL AND/OR SPECIFIC LAWS, AS APPLICABLE TO CUSTOMER USE OF THE SERVICE AND THE PLATFORM.

15. Limitation of Liability.

NOTWITHSTANDING ANYTHING IN THESE TERMS OR ELSEWHERE TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW:

15.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BITES AND ITS AFFILIATES, SUBCONTRACTORS, AGENTS AND VENDORS BE LIABLE UNDER, OR OTHERWISE IN CONNECTION WITH THESE TERMS FOR (I) ANY LOSS OF, OR DAMAGE TO DATA, USE, BUSINESS, REPUTATION, REVENUE OR GOODWILL; (II) ANY INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES; (III) ANY LOSS OF PROFITS, COSTS, ANTICIPATED SAVINGS; AND/OR (IV) THE FAILURE OF SECURITY MEASURES AND PROTECTIONS, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

15.2 EXCEPT FOR (A) THE INDEMNITY OBLIGATIONS OF EITHER PARTY UNDER SECTION 16 (INDEMNIFICATION); (B) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 12; (C) A PARTY'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE; (D) CUSTOMER'S OBLIGATION TO PAY UNPAID SUBSCRIPTION FEES; AND (E) THE DATA-PROTECTION SUPER-CAP SET FORTH IN THE FOLLOWING SENTENCE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BITES AND ITS AFFILIATES BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE TOTAL AMOUNT OF SUBSCRIPTION FEES ACTUALLY PAID BY CUSTOMER (IF ANY) DURING THE TWELVE (12) CONSECUTIVE MONTHS PRECEDING THE EVENT GIVING RISE TO THE ALLEGED LIABILITY. WITH RESPECT TO ANY LIABILITY OF BITES ARISING FROM A BREACH OF ITS DATA SECURITY OR PRIVACY OBLIGATIONS UNDER THE DATA PROTECTION ADDENDUM OR APPLICABLE DATA PROTECTION LAWS, BITES'S AGGREGATE LIABILITY SHALL NOT EXCEED TWO (2) TIMES THE TOTAL SUBSCRIPTION FEES ACTUALLY PAID BY CUSTOMER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

15.3 Reasonable Allocation of Risks. Customer hereby acknowledges and confirms that the limitations of liability and warranty disclaimers contained herein are agreed upon by Customer which finds such limitations and allocation of risks to be commercially reasonable and suitable for the engagement hereunder, and Customer is aware that these limitations and risk allocation are a condition to enter into this MSA, and Bites would not have agreed to engage in these terms otherwise.

16. Indemnification.

16.1 By Customer. Customer hereby agrees to indemnify, defend and hold harmless Bites and its affiliates, officers, directors, employees and agents from and against any and all claims, damages, obligations, liabilities, losses, reasonable expenses or costs (collectively, "**Losses**") incurred as a result of any third party claim arising from (i) Customer violation of the terms of this MSA or applicable Law; and/or (ii) Customer Data and/or Customer IP, including the use Customer Data and/or Customer IP by Bites and/or any of its subcontractors, infringes or violates, any third party's rights, including, without limitation, Intellectual Property Rights, privacy and/or publicity rights; (iii) Customer violation of any third party agreements including, without limitation, Third Party Agreements (as defined above).

16.2 By Bites. Bites hereby agrees to defend Customer in and against any third party claim or demand against Customer, alleging that Customer authorized use of the Service infringes or constitutes misappropriation of any third party's copyright, trademark, or registered patent in the United States, the European Union, the United Kingdom, Israel, or any other jurisdiction in which Bites markets the Service (the "IP Claim"), and Bites will indemnify Customer and hold Customer harmless against any damages and costs finally awarded on such IP Claim by a court of competent jurisdiction or agreed to via settlement we agreed upon, including reasonable attorneys' fees. Our

indemnity obligations under this Section 16 shall not apply if: (1) the Service and/or the Platform (or any portion thereof) were modified by Customer or any third party, but solely to the extent the IP Claim would have been avoided by not doing such modification; (2) if the Service and/or the Platform are used in combination with any other service, device, software or products, including, without limitation, Third Party Services, but solely to the extent that such IP Claim would have been avoided without such combination; and/or (3) any IP Claim arising or related to, the Customer Data and/or Customer IP to any events giving rise to Customer's indemnity obligations under Section 16.1 above. Without derogating from the foregoing defense and indemnification obligation, if Bites believes that the Service, or any part thereof, may so infringe, then Bites may in its sole discretion: (a) obtain (at no additional cost to Customer) the right to continue to use the Service; (b) replace or modify the allegedly infringing part of the Service so that it becomes non-infringing while giving substantially equivalent performance; or (c) if Bites determines that the foregoing remedies are not reasonably available, then Bites may require that use of the (allegedly) infringing Service (or part thereof) shall cease and in such an event, Customer shall receive a prorated refund of any Subscription Fees paid for the unused portion of the Subscription Term. THIS SECTION 16.2 STATES BITES'S SOLE AND ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY, FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION BY BITES AND/OR ITS SERVICE AND UNDERLYING TECHNOLOGY.

16.3 Indemnity Conditions. The defense and indemnification obligations of the indemnifying party under this Section 16 are subject to: (a) the indemnified party shall promptly provide a written notice of the claim for which an indemnification is being sought, provided that such indemnitee's failure to do so will not relieve the indemnifying party of its obligations under this Section 16, except to the extent the indemnifying party's defense is materially prejudiced thereby; (b) the indemnifying party being given immediate and exclusive control over the defense and/or settlement of the claim, provided, however that the indemnifying party shall not enter into any compromise or settlement of any such claim that requires any monetary obligation or admission of liability or any unreasonable responsibility or liability by an indemnitee without the prior written consent of the affected indemnitee, which shall not be unreasonably withheld or delayed; and (c) the indemnified party providing reasonable cooperation and assistance, at the indemnifying party's expense, in the defense and/or settlement of such claim and not taking any action that prejudices the indemnifying party's defense of, or response to, such claim.

17. Third Party Components within Our Service

Our Service may include third party codes and libraries that are subject to third party open-source license terms (the "**Open-Source Code**" and the "**Open-Source Terms**", respectively). Some of such Open-Source Terms determine that to the extent applicable to the respective Open-Source Code licensed thereunder, such terms prevail over any conflicting license terms, including this MSA. We use our best endeavors to identify such Open-Source Code, within our Service, hence Bites encourages Customer to familiarize itself with such Open-Source Terms. Note that Bites uses best efforts to use only Open-Source Codes that do not impose any obligation or affect the Customer Data or related intellectual property (beyond what is stated in the Open-Source Terms and herein), on an ordinary use of our Service that does not involve any modification, distribution or independent use of such Open-Source Code. Notwithstanding anything to the contrary, Bites makes no warranty or indemnity hereunder with respect to any Open-Source Codes.

18. Export Controls

The Service may be subject to Israeli, U.S. or foreign export controls, Applicable Laws (the "**Export Controls**"), and Customer acknowledges and confirms that: (a) You are solely responsible for complying with applicable Export Controls which may

impose additional restrictions, prohibitions or requirements on the use, export, re-export or import of the Services and/or the Customer Data; (b) You are not located or and will not use, export, re-export or import the Service (or any portion thereof) in or to, any person, entity, organization, jurisdiction or otherwise, in violation of the Export Controls; and (c) Customer Data is not controlled under the U.S. International Traffic in Arms Regulations or similar laws in other jurisdictions, or otherwise requires any special permission or license, in respect of its use, import, export or re-export hereunder.

19. Modifications.

Modifications. Bites may occasionally make changes to the terms of the Collective Terms or any part thereof for valid reasons, such as adding new functions or features to the Service, technical adjustments, typos or error fixing, for legal or regulatory reasons or for any other reasons as Bites deems necessary, at Bites' sole discretion. When Bites makes material changes to these the Collective Terms or any part thereof, Bites will provide Customer with notice as appropriate under the circumstances, e.g., by displaying prominent notice within the Service or by sending Customer an email. Customer's continued use of the Service and/or the Platform after the changes have been implemented will constitute its acceptance of the changes. For the avoidance of doubt, Bites shall not unilaterally modify the financial terms (including Subscription Fees) applicable to a current Subscription Term.

20. Governing Law and Jurisdiction; Class Action Waiver.

20.1 Governing Law; Jurisdiction. The terms of this MSA are governed and interpreted by and under the laws of the State of New York, without giving effect to any conflicts of law principles that require the application of the law of a different jurisdiction. Courts of competent jurisdiction located in New York, United States of America, shall have the sole and exclusive jurisdiction and venue over all controversies and claims arising out of, or relating to, this MSA. Both parties mutually agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this MSA. Notwithstanding the foregoing, Bites reserves the right to seek injunctive relief in any court in any jurisdiction.

20.2 Class Action Waiver. WHERE PERMITTED UNDER APPLICABLE LAW, YOU AND WE AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER PARTY ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. Unless both Customer and Bites mutually agree in writing, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

21. General Provisions.

21.1 Insurance. During the Subscription Term, Bites shall maintain, at its own expense, insurance coverage with reputable insurers for such risks and liabilities relating to the Platform, the Services and its obligations under this MSA as Bites deems appropriate from time to time. Upon Customer's reasonable written request (no more than once per calendar year), Bites will provide a certificate of insurance evidencing such coverage.

21.2 Publicity. Customer agrees that Bites may identify Customer as a customer of Bites, including by use of Customer's name and logo in customer lists, on Bites's website and in Bites's marketing materials, in a manner consistent with Customer's branding guidelines. Other than the foregoing, Bites shall not issue any press release or detailed case study referencing Customer without Customer's prior written approval, such approval not to be unreasonably withheld or delayed. Customer may revoke its consent to such use upon thirty (30) days' written notice to Bites.

21.3 Translated Versions. Bites reserves the right to translate the Collective Terms or any part thereof ("**Translated Versions**"). The provisions of the English version shall prevail in any conflicts with the Translated

Versions.

21.4 Force Majeure. Neither party is liable by reason of any failure or delay in the performance of its obligations on account of events beyond the reasonable control of a party, including denial-of-service attacks, interruption or failure of the Internet or any utility service, failures in third-party hosting services, strikes, shortages, epidemics, riots, fires, acts of God, war, terrorism, and governmental action.

21.5 Relationship of the Parties; No Third-Party Beneficiaries. This MSA and the Service provided hereunder is not intended to create, nor should it be construed as creating a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Nothing contained in the Collective Terms shall be construed as granting either party the authority to bind or contract any obligation in the name of or on the account of the other party or to make any statements, representations, warranties or commitments on behalf of the other party. There are no third-party beneficiaries to this MSA.

21.6 Notice. Bites shall use Customer's contact details that it has in its records, in connection to notices, subject to this Section. Customer acknowledges that notices that Bites provides, in connection with the Collective Terms and/or as otherwise related to the Service, shall be provided as follows: via the Service, including by posting on our App or posting in Customer's Account, text, in-app notification, e-mail, phone or first class, airmail, or overnight courier. Customer further acknowledges that an electronic notification satisfies any applicable legal notification requirements, including that such notification will be in writing. Any notice to Customer will be deemed given upon the earlier of: (i) receipt; or (ii) 24 hours of delivery. Notices to Bites shall be provided to Bites Learning Ltd., with a copy to legal@mybites.io, or sent to 447 Broadway 2nd Floor, #425 New York, NY 10013.

21.7

21.8 Assignment. Customer shall not assign, sub-license, subcontract, charge, or otherwise encumber any of its rights or obligations under this MSA without Bites's prior written consent, except that Customer may assign this MSA in its entirety, upon written notice to Bites, to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Bites may assign this MSA, upon written notice to Customer, (a) to an Affiliate, or (b) in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets or equity. If such assignment by Bites is to an entity that is a direct competitor of Customer, Customer may terminate this MSA upon thirty (30) days' written notice and receive a pro-rata refund of any pre-paid, unused Subscription Fees. Any assignment not authorized under this Section shall be null and void. Subject to the foregoing, this MSA shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

21.9 Severability. The Collective Terms shall be enforced to the fullest extent permitted under applicable law. If any term of these Collective Terms is held by a court of competent jurisdiction to be invalid, unenforceable and/or contrary to law, the other terms shall remain in effect and the term will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law.

21.10 No Waiver. No failure or delay by either party to exercise any right, power or remedy will operate as a waiver of it, nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy. No waiver under the Collective Terms will be effective unless made in writing and signed by an authorized signatory of the party deemed to have granted the waiver.

