

BITES LEARNING LTD.

SERVICE LEVEL AGREEMENT

This Service Level Agreement (the "SLA") is incorporated into and forms an integral part of the Master Services Agreement (the "MSA") entered into between Customer and either Bites Learning Ltd., a company organized under the laws of the State of Israel, or Bites Learning, Inc., a company organized under the laws of the United States (each, individually, "Bites"; together, the "Bites Group"). The obligations of Bites under this SLA apply to whichever Bites Group entity is the counterparty to the MSA, and may be performed by any Bites Group entity or by Bites's Sub-processors on its behalf. In the event of any conflict between this SLA and the MSA, this SLA shall prevail with respect to its subject matter. Capitalized terms not defined herein have the meanings given in the MSA.

1. Definitions

"Authorized Contact" means an individual designated by Customer in writing as authorized to submit Support Requests.

"Business Hours" means 9:00–18:00 Eastern Time, Monday through Friday, excluding U.S. and Israeli national holidays.

"Excluded Downtime" means periods of Unavailability caused by (i) Scheduled Maintenance with notice as specified in Section 4; (ii) Emergency Maintenance lasting two (2) hours or less; (iii) factors outside Bites's reasonable control, including Force Majeure events; (iv) Customer's acts or omissions, including misuse, breach of the MSA, or failure to follow Bites's documentation; (v) failures of Customer's systems, networks, devices, or third-party services not provided by Bites; (vi) Beta or pre-release features expressly designated by Bites as such.

"Monthly Uptime Percentage" means a percentage calculated as: $((\text{Total Minutes in the calendar month} - \text{Unavailability} - \text{Excluded Downtime}) / (\text{Total Minutes in the calendar month} - \text{Excluded Downtime})) \times 100$.

"RPO" (Recovery Point Objective) means the maximum targeted period of data loss measured in time, in the event of a disaster requiring restoration from backup.

"RTO" (Recovery Time Objective) means the maximum targeted duration of time between a disaster declaration and restoration of the Platform to operating condition.

"Scheduled Maintenance" means planned maintenance for which Bites provides at least five (5) Business Days' advance written notice (typically by email and in-product notification).

"Emergency Maintenance" means unplanned maintenance required to address critical security or operational issues, for which Bites will provide as much advance notice as commercially reasonable under the circumstances.

"Service Credit" means a credit calculated as a percentage of the Subscription Fees paid by Customer for the affected month, applied against future invoices.

"Severity Level" means one of Severity 1, Severity 2, Severity 3 or Severity 4 as defined in Section 3.

"Support Request" means a report of a Service issue submitted by an Authorized Contact through Bites's designated support channels.

"Unavailability" means any period during which the production instance of the Platform is materially inaccessible to Customer's authorized End Users, excluding Excluded Downtime.

2. Service Availability

Bites will use commercially reasonable efforts to make the Platform available with a Monthly Uptime Percentage of at least ninety-nine point nine percent (99.9%) (the "Uptime Commitment") during each calendar month of the Subscription Term.

2.1 Service Credits

If the Monthly Uptime Percentage falls below the Uptime Commitment in a given calendar month, Customer is entitled, upon written request submitted within thirty (30) days following the end of the affected month, to a Service Credit per the following schedule:

Monthly Uptime Percentage	Service Credit (% of monthly Subscription Fees)
< 99.9% and ≥ 99.0%	5%
< 99.0% and ≥ 95.0%	10%
< 95.0%	25%

Service Credits are Customer's sole and exclusive remedy for Bites's failure to meet the Uptime Commitment. The aggregate Service Credits in any calendar month shall not exceed twenty-five percent (25%) of the Subscription Fees paid by Customer for that month.

2.2 Chronic Underperformance

If, in any rolling twelve (12) month period, the Monthly Uptime Percentage falls below 99.0% in three (3) or more calendar months, Customer may terminate the affected Subscription with thirty (30) days' written notice and receive a pro rata refund of pre-paid, unused Subscription Fees.

3. Support Services

3.1 Severity Levels

Each Support Request is assigned a Severity Level. Bites and Customer will use reasonable good-faith judgment to classify Severity. The following definitions apply:

Severity 1 (Critical). The Platform is completely unavailable, or a critical feature is non-functional and impacts substantially all End Users; no commercially reasonable workaround is available.

Severity 2 (High). A significant feature is impaired or degraded for a meaningful set of End Users; a workaround may exist but is materially burdensome.

Severity 3 (Medium). A non-critical feature is impaired, but the Platform remains usable for its intended purpose; a workaround is readily available.

Severity 4 (Low). Minor issue, cosmetic defect, documentation issue, or general inquiry; no material impact on Platform use.

3.2 Response and Resolution Targets

Bites targets the following initial response and resolution timeframes, measured from receipt of a valid Support Request:

Severity	Coverage	Initial Response	Target Resolution / Workaround
Severity 1	24/7	1 hour	4 hours
Severity 2	Business Hours	4 Business Hours	1 Business Day
Severity 3	Business Hours	1 Business Day	5 Business Days
Severity 4	Business Hours	2 Business Days	Next scheduled release / best efforts

"Initial Response" means substantive acknowledgement by a qualified Bites support engineer (not an automated reply). "Target Resolution / Workaround" means restoration of functionality, provision of a workaround, or — for defects requiring code changes — inclusion in a development roadmap with an estimated delivery date.

3.3 Support Channels and Contacts

- Primary channel: support@mybites.io and the in-product support function.
- Severity 1 channel (24/7): support@mybites.io, with the subject line prefixed "SEV 1" — automated paging escalates to Bites's on-call engineer.
- Customer will designate up to five (5) Authorized Contacts who may submit Support Requests on Customer's behalf.

4. Maintenance

4.1 Scheduled Maintenance

Bites will provide at least five (5) Business Days' advance written notice (via email to Customer's designated administrators and via in-product notification) of any Scheduled Maintenance that is reasonably expected to cause Unavailability. Bites will use commercially reasonable efforts to schedule such maintenance outside of typical Business Hours in Customer's primary region. Scheduled Maintenance is Excluded Downtime.

4.2 Emergency Maintenance

Bites may perform Emergency Maintenance at any time when reasonably necessary to address a critical security vulnerability, system instability, or other urgent operational issue. Bites will provide notice as promptly as commercially reasonable under the circumstances. Emergency Maintenance lasting two (2)

hours or less is Excluded Downtime; Emergency Maintenance in excess of two (2) hours is counted toward Unavailability.

5. Data Backup and Disaster Recovery

5.1 Backup

Bites maintains automated backups of production data with a Recovery Point Objective (RPO) of one (1) hour. Backups are stored in geographically separated regions of Bites's primary cloud provider and are retained for not less than thirty (30) days.

5.2 Disaster Recovery

Bites maintains a documented disaster recovery plan with a target Recovery Time Objective (RTO) of twenty-four (24) hours from formal disaster declaration. Bites will test material elements of its disaster recovery procedures at least annually.

5.3 Data Export

Throughout the Subscription Term, Customer may export Customer Data via the Platform's standard export mechanisms (including, where applicable, the Bites API available to enterprise customers). Post-termination data export is governed by the MSA.

6. Reporting and Monitoring

Bites continuously monitors the Platform via internal observability tools, including Datadog. Upon Customer's reasonable written request (no more than once per calendar quarter), Bites will provide a summary report of the prior quarter's Monthly Uptime Percentage and any Severity 1 incidents. Such report is Bites's Confidential Information.

7. Customer Responsibilities

Customer's eligibility for Service Credits and Bites's ability to meet response targets are contingent on Customer:

- Submitting Support Requests through Bites's designated support channels, including Severity assignment and sufficient information for Bites to reproduce or diagnose the issue.
- Providing reasonable cooperation, including access to relevant configuration, logs, and Authorized End Users, as needed to investigate or resolve issues.
- Maintaining current contact information for Authorized Contacts.
- Using the Platform in accordance with the MSA and Bites's published documentation.

8. SLA Exclusions

The Uptime Commitment, Service Credits, and support response targets do not apply to:

- Excluded Downtime as defined in Section 1.
- Issues caused by Customer's misuse, configuration errors, or breach of the MSA.
- Issues caused by third-party services, integrations, or systems not provided by Bites (including, without limitation, Customer's identity providers, HRIS, communication tools, LMSs, or networks).
- Beta or pre-release features expressly designated by Bites as such.
- Trial accounts, free accounts, or accounts that are not subject to a paid Subscription.
- Suspension of the Service in accordance with the MSA (e.g., for non-payment or material breach).

9. Term

This SLA is effective concurrently with the MSA and remains in effect for the duration of the Subscription Term. This SLA may be updated by Bites from time to time in accordance with the modification provisions of the MSA. Any material adverse modification gives Customer the rights set forth in the MSA.

— end of Service Level Agreement —