

## Order Form: HiPeople Services

**Prepared for (“Customer”): CharmGTM**  
 1220 E. Henry St, Tempe, Arizona 85281

**Order Form Date:** 30th of Sept., 2024

**Prepared by (“HiPeople”):** HiPeople GmbH,  
 Zionskirchstraße 73a, 10119 Berlin, Germany

**Offer Expiration:** 30th of Sept., 2024

### HiPeople Services

HiPeople Products	Fees
<b>HiPeople Automated Assessments</b> - Scale+, 16-30 employees, features as described <a href="#">here</a> + Analytics	\$1,608 /year
<b>Discount: - 10%</b>	(\$161)
<b>Subscription Fees Total (incl. discounts)</b>	<b>\$1,447 /year</b>

This order form is subject to HiPeople’s [Terms and Conditions](#) as well as [data processing agreement](#).

*Please see Exhibit 1 for HiPeople’s Support Policy.*

### Subscription Terms

**Service start date:** 30th of Sept., 2024

**Service end date:** 29th of Sept., 2025

The Term of the agreement shall be concluded for twelve (12) months and extended for twelve (12) months on a rolling basis unless terminated by either party (every twelve (12) months hereinafter referenced as a “Term”). Each party has the right to terminate a Term by giving 90 days notice to the end of each Term. The termination must be made in writing and be submitted via mail or email. In case the customer chooses to upgrade the chosen package, the parties agree that an upgrade shall not lead to an extension of the Term but shall instead roll into the existing Term.

### Payment Terms

In advance for the term. Payable within 15 days upon invoice receipt. Currency is US Dollar (USD).



### Additional Terms

Discount applies to year one (1) only. Prices increase by 5% upon renewal.

### Account Information

**Sold to Customer:** CharmGTM

**Sold to Customer address:** 1220 E. Henry St, Tempe, Arizona 85281

**Billing Contact Name:** Christopher Booth

**Purchase Order (PO) required?:** no

**Billing Contact Email:** chris@hirecharm.com

**PO Number (if applicable):\***

**Billing Address:** 1220 E. Henry St, Tempe, Arizona 85281

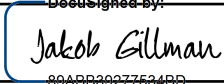
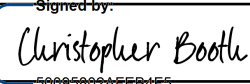
**VAT ID (if applicable):**

**Initial Admin User email:** grady@hirecharm.com

*\*If Customer requires a PO number referenced on HiPeople's invoice, Customer must promptly provide it after signature of this Order Form, otherwise Customer agrees to pay the invoice without a referenced PO Number.*

Fees are exclusive of taxes. Customer will make tax payments to HiPeople to the extent amounts are appropriately included in HiPeople's invoices.

Accepted and agreed to as of the date of last signature by the authorized representative of each party:

<b>"HiPeople":</b>	HiPeople GmbH	<b>"CUSTOMER":</b>	CharmGTM
<b>SIGNATURE:</b>	<small>Signed by:</small>  <small>90ADB39277534BD...</small>	<b>SIGNATURE:</b>	<small>Signed by:</small>  <small>50095002AFEB4F5...</small>
<b>PRINT NAME:</b>	Jakob Gillmann	<b>PRINT NAME:</b>	Christopher Booth
<b>POSITION:</b>	Managing Director	<b>POSITION:</b>	CEO
<b>DATE:</b>	10/1/2024	<b>DATE:</b>	9/30/2024
<i>Second signature if required</i>		<i>Second signature if required</i>	
<b>SIGNATURE:</b>		<b>SIGNATURE:</b>	
<b>PRINT NAME:</b>		<b>PRINT NAME:</b>	

<b>POSITION:</b>		<b>POSITION:</b>	
<b>DATE:</b>		<b>DATE:</b>	

**Exhibit 1: HiPeople’s Support Policy**

The Customer’s Order Form specifies the Support Level that the Customer is eligible to receive, which are subject to the following policy.

**Support Policy HiPeople**

HiPeople offers the following plan for Admin Users to access technical support for the HiPeople Service.

<b>Standard Support</b>	Provided during Available Working Hours for the assigned region.
	Tickets may be raised via email to <a href="mailto:support@hipeople.io">support@hipeople.io</a> or via a dedicated Slack channel for the customer.
	Tickets may be submitted in German or English.

<b>Available Working Hours</b>	
<b>US</b>	Monday-Friday, 9:00 am to 5:00 pm ET/EST, excluding national holidays.

**Incident Submission (applicable to all plans)**

Admin Users on Customer’s account may report errors or abnormal behavior in the HiPeople Service (“**Incidents**”) through the communication channels specified on the Order Form or subsequently designated by HiPeople.

Customer must provide information and cooperation to HiPeople as reasonably required for HiPeople to provide Support, which includes:

- Severity of the issue based on below definitions.
- Aspects of the HiPeople Service that are unavailable or not functioning correctly.
- Start time of the Incident and the Incident’s impact on users.
- List of steps to reproduce the Incident.
- Relevant log files or data (if available).
- Wording of any error message (if available).

Having this information can allow HiPeople to investigate the issue and work with the Customer to resolve it.

**Incident Response**

Customers must assign an initial severity level to each Incident they submit. HiPeople then reviews the Incident report and assigns a final severity level to the Incident (the “**Severity Level**”) and prioritizes its responses and updates based on the Severity Level, as set out below and in accordance with the Customer's support plan.

<b>Severity Level</b>	<b>Description</b>	<b>First Response Time*</b>
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<b>1 - Critical</b>	<b>HiPeople Service is unusable or unresponsive.</b> HiPeople Service is unusable or unresponsive, and Customer is persistently unable to continue essential operations and no temporary workaround exists.	2 hours
<b>2 - Urgent</b>	<b>Key features of the HiPeople Service are unusable.</b> The HiPeople Service is persistently not operating in accordance with the Documentation. Performance of key features is degraded for the majority of Customer's users. No reasonable workaround is available.	4 hours
<b>3 - High</b>	<b>Normal usage of the HiPeople Service is affected</b> The HiPeople Service is not operating in accordance with the Documentation. Performance of non-business critical features are degraded for the majority of Customer's users.	1 business day
<b>4 - Minor</b>	<b>Low-impact issue / request for information.</b> Enquiry regarding a non-critical technical issue or request for information on HiPeople's capabilities; a minor bug; or any issue with a reasonable workaround available.	2 business days

*\*First response time refers to the timeframe in which a customer submits an Incident request and the HiPeople team responds with a solution or with clarification questions. All First Response Times are calculated during Available Working Hours.*

### Exclusions

HiPeople is not responsible for, and HiPeople's Support does not cover, issues or Incidents arising from: **(i)** Customer's equipment, software, network connections, or other infrastructure; **(ii)** use of the HiPeople Service in a manner not consistent with the Documentation; **(iii)** modifications to the HiPeople Service by any party other than HiPeople; **(iv)** third party systems, acts, or omissions; **(v)** general Internet problems, force majeure events (as described in the Agreement), or other factors outside of HiPeople's reasonable control; **(vi)** Third-Party Services; or **(vii)** Trial Subscriptions or Beta Releases. All terms and conditions of the Agreement between Customer and HiPeople apply fully to Customer Enablement and Support. Terms not expressly defined here have the same meanings as in the Agreement.