# ORDER FORM - TRUSTPORTAL SERVICES

## BETWEEN

(1)      **TrustPortal Solutions Ltd** incorporated and registered in **England** with company number 10559389 whose registered office is at 32 Paradise Road, Richmond, Surrey TW9 1SE (the "**Supplier**"); and

(2)      _____("**Customer**"").

Supplier has agreed to provide Services to the Customer on the terms and subject to the conditions set out in this Agreement, which incorporates the **TrustPortal Solution General Terms and Conditions for SaaS Services** (**GTC**) (April 2025 or later), and the **TrustPortal SaaS Service Description** (April 2025 or later).

Current versions of these additional documents can be found here:

**TrustPortal Solution General Terms and Conditions for SaaS Services**

**TrustPortal SaaS Service Description**

| | |
|---|---|
| **TERM** | 30 days from the Effective Date (**Initial Term**). The Initial Term shall be extended by one further 30-day period at the sole discretion of Supplier. Requests for extensions shall be logged via Zendesk at https://trustportalhelp.zendesk.com |
| **EFFECTIVE DATE** | As per date of order on AWS Marketplace |
| **AGREED START DATE** | Same as Effective Date |
| **FEES** | See Schedule 2 |
| **PAYMENT TERMS** | 7 days (where applicable) |
| **CUSTOMER AFFILIATES** | Per clause 2.4 GTC. |
| **CUSTOMER POLICIES** | Per clause 3.3 GTC. |
| **CUSTOMER ADDRESS FOR NOTICES** | Per clause 25 GTC. |
| **SERVICE DESCRIPTION/ENVIRONMENTS** | As set out in the TrustPortal SaaS Service Description |
| **SERVICE LEVEL AGREEMENT** | See Schedule 1 |

Signed by _____

for and on behalf of **SUPPLIER**                     ....................................

                                                      Director

                                                      ....................................

                                                      Dated




Signed by _____

for and on behalf of **CUSTOMER**                     ....................................

                                                      Director

                                                      ....................................

                                                      Dated

**Schedule 1**

**SERVICES**

Services are broken down into a number of components:

- SaaS Scope
- SaaS Setup
- SaaS Provision
- Licences
- Other Costs (e.g. training, consulting)

**SaaS Scope**

The scope of this Order is provision of:
- 1 x Dev TrustPortal SaaS up to 5 concurrent users/connections

**SaaS Setup**

The SaaS costs include setup activities to connect TrustPortal SaaS with Customer on-premise or cloud-based Agentic or RPA environment

Scope Includes:
- Server setup and TrustPortal Install for Dev
- Test connectivity of TrustPortal Dev env to appropriate Agentic / RPA environment(s)
- Setup of standard operations (e.g. backup, monitoring etc)

**SaaS Provision**

The summary of the scope of the SaaS provisioned under this Agreement is described below, and further described in the in the "TrustPortal SaaS Service Description" as described above

Any changes to the standard SaaS service description, are described below

| | In Scope? | Bespoke Requirements Possible? | Comments |
|---|---|---|---|
| Single Tenant | Single tenant by default | | |
| Primary Data Centre / Availability Zones | TBC as part of AWS Marketplace order | | |
| DR Data Centre / Availability Zones | Not applicable | | |
| Hours of Operation | 9am – 5pm, Mon-Friday for defined location and with agreed maintenance windows and SLA | | |
| SLA | 99.5% availability during scheduled hours of operation | | |
| P1 / P2 / P3 / P4 Response | Not applicable – free version not recommended for production use | | |
| Maintenance Window | 8 hours/month total, any nights 8pm local time | | |
| DR Recovery Time Objective (RTO) | Not applicable | | |

| | | | |
|---|---|---|---|
| Upgrades | Not applicable | | |
| Channel Connections | Standard connections permitted to customer browsers and Agentic / RPA digital workers | Integrations to Amazon Connect IVR and Desktop are downloadable, and additional training/coaching can be purchased | |
| VPN Setup | No VPN's will be used in creating connection from customer to SaaS | | |
| DR Testing | Not applicable | | |
| Backup | No backups performed | | |
| Backup/Recovery Testing | Not applicable | | |
| Data Encryption in transit | AES256 PPK with individual user keys, over HTTPS | | |
| Data Encryption at rest | AES256 PPK with individual user keys. Encrypted VM images and disks | | |
| Customer AD/SSO Integration | Standard, including TrustPortal User Management (TPUM) integration | Only with training/coaching package | |
| Data Auditing/Export | Not possible – TrustPortal doesn't have keys to encrypted data | | |
| Availability Reporting | Standard AWS Reporting | | |
| Performance Reporting | Standard TrustPortal Reporting | | |
| Firewall Setup to support Protocols | HTTPS (Port 443) | | |
| Periodic Penetration Testing | Support for annual customer-initiated pen testing only | | |
| Internal Audits incl. access, risk, regs and controls | Performed annually | | |
| External Audits | Not supported as standard | | |
| Regulatory Reviews | Annually | | |
| Hosting Provider Switching | Not in standard scope | | |
| Specific network routing | Not in standard scope | | |
| Infrastructure Documentation | Provided on installation | | |
| Exportable VM images | Not in standard scope | | |
| Other Customer Specific requirements | | Not applicable | |
| Infosec Contacts | Not applicable | | |
| Escalation Contacts | Not applicable | | |
| Issue Reporting | Via TP Portal at https://trustportalhelp.zendesk.com | | |

**Implementation Plan**

Further Milestones and Deliverables:

| Phase | Start Date | End Date |
|---|---|---|
| SaaS Design & Setup | Effective Date, through use of standard templated SaaS | Within 5 working days of Effective Date |
| SaaS Acceptance Test (No later than Agreed Start Date plus 10 days) | Within 5 working days of Effective Date | Within 10 working days of Effective Date |
| Training/upskilling of developers | TBC: Only if Training/Coaching package purchased | TBC: Only if Training/Coaching package purchased |

**Further Assumptions**

**Includes**
- Service provision as described in "TrustPortal SaaS Service Description" referenced above, as modified by the table above

**Training Costs**

- [Optional] Standard 5-day training and coaching package up to 5 people, using Customer Dev Environment

**Schedule 2**

**CHARGES**

**All Fees are in GBP.**

**SaaS Setup Costs**

One-off costs:

| Component | Cost (excl. expenses) |
|---|---|
| Architecture design & review | included below, unless change to SaaS scope |
| Setup Dev/Test | included below, unless change to SaaS scope |
| Setup Prod | included below, unless change to SaaS scope |

**SaaS Services**

Provision of Dev SaaS as described in Schedule 1

| Component | SaaS Charge (excl. expenses, and applicable taxes) |
|---|---|
| Costs for Initial Term | $ 0 |

**Training Costs**

- [OPTIONAL – Ordered separately via AWS Marketplace] Standard 5-day training and coaching package up to 5 people, using Customer Dev Environment

One-off cost:

| Component | Cost (excl. expenses, and applicable taxes) |
|---|---|
| 5-Day Training Package [OPTIONAL] | $ 10,000 |

**Ad-hoc Consulting**

Customer can request additional consulting support e.g. for process review, best practice advise etc, and will be provided on a best-endeavours basis

| Component | Cost (excl. expenses, and applicable taxes) |
|---|---|
| Daily Rate - Consultant | $ 1300/day |
| Daily Rate – Principal | $ 1700/day |

**Totals** (excl. expenses and applicable taxes)

| Component | 30-day cost | Further 30 days cost (if contract extended) |
|---|---|---|
| Environment Setup | Included in SaaS | Included in SaaS |
| SaaS Provision | $0 | $0 |
| Licences | Included in SaaS | Included in SaaS |
| Training | $10,000 (Optional) | $0 |
| Non-Standard Changes | | |
| Totals | $0 (without training) $10,000 (with training) | $0 |

**Schedule 3**

**DATA PROCESSING ACTIVITIES**

| | |
|---|---|
| **Categories of data**<br><br>Please specify the Personal Data that will be processed by the Supplier | All personal data is encrypted and block-signed, with Supplier not having access to the encryption keys.<br><br>Supplier cannot see or modify Personal Data in the SaaS Service, so is not a processor of the Customer's customer personal data within the SaaS Service.<br><br>Supplier will process business contact information of Customer employees in order to provide the SaaS Service. |
| **Categories of Data Subjects**<br><br>Please specify the categories of data subjects whose Personal Data will be processed by the Supplier | As above.<br><br>Customer employees who receive support and information from TrustPortal during the Term. |
| **Processing Operations**<br><br>Please specify all processing activities to be conducted by the Supplier | As above. |
| **Location of Processing Operations**<br><br>Please specify all locations where the personal data will be processed by the Supplier | All personal data which TrustPortal collects is stored in the United Kingdom. |
| **Identity of sub-contractors**<br><br>Please provide details of all permitted sub-contractors, including full legal name, registered address and location where processing of Personal Data will occur and processing operations | Amazon Web Services (based in Frankfurt). |
| **Purposes**<br><br>Please specify all purposes for which the Personal Data will be processed by the Supplier | Supplier processes Customer personal data in order to provide the SaaS Service and to fulfil its contractual obligations to the Customer. |
| **Duration**<br><br>Please specify the length of time for which data processing activities will be carried out by the Supplier | Throughout the Term. |
| **Retention Period**<br><br>Please specify the length of time for which the Personal Data is required to be retained | Throughout the Term. Business contact details included in Customer contracts will be retained for the length of the Term plus seven years. |

**Implementation Acceptance Test**

Standard acceptance test to include:

- Setup of TrustPortal Agent and connection to Customer Agentic / RPA environment

- Testing TrustPortal Example Processes end-to-end

- Creating users and tiles via TPUM

**SCHEDULE 4.1**
**SAAS RESTRICTIONS AND FAIR USAGE**

**1.    SOFTWARE MODULES USED ON SAAS**

1.1    The following TrustPortal software will be supported on the SaaS.

Initial versions may be upgraded as part of the SaaS service, but will not be downgraded below the initial version:

| Module | Licensed / Free | Initial Version | Comment |
|---|---|---|---|
| TrustPortal | Licensed | V2.5 | Must be licensed as described in Schedule 1, and subject to fair usage limits (see below) |
| API MiniBot | Not available | V2.5 | Included in SaaS cost, but subject to fair usage limits (see below) |
| Tasks MiniBot | Not available | V2.5 | |
| TrustPortal Studio | Free – included with license | V2.5 | Included in SaaS cost, but subject to fair usage limits (see below) |

**2.    SOFTWARE RESTRICTIONS**

2.1    No additional Software restrictions

**3.    FAIR USAGE**

3.1    The following fair usage restrictions apply to the provision of the SaaS, over and above license limitations

| Module | Fair Usage | Comment |
|---|---|---|
| TrustPortal | Storage in the SaaS shall not exceed an average of 50Mb per TrustPortal user | |
| API MiniBot | No API MiniBot provided | |
| Tasks MiniBot | No Tasks MiniBot provided | |
| TrustPortal Studio | Max 3 developers, client must provide API key to their own ChatGPT or other LLM environment | |

**SCHEDULE 4.2**
**MANDATORY POLICIES**

**1.      CUSTOMER RESPONSIBILITY – NETWORK/RELEVANT SYSTEMS**

These are the specifications for the networks and relevant systems to enable the TrustPortal Service:

**Desktop:**

Software is accessed through a web browser or mobile device so Customer must ensure they adhere to the following supported browsers (not limited to):

Microsoft Edge V15+

Chrome V49+

Firefox: V52+

**Mobile:**

mobile comms: 4G or better

iOS 10+

Android: KitKat V4.4 and above

**LAN/WAN:**

6.1Mb/sec up and down speed

Latency: 1 sec maximum

The software does not place high demands on bandwidth but adequate connectivity to access the software is required.


**2.      PASSWORD POLICY**

2.1      Policy will not allow or suffer any User to be used by more than one individual user unless it has been reassigned in its entirety to another individual user, in which case the prior user shall no longer have any right to access or use the Services and/or Documentation.

2.2      Each End User shall keep a secure password for his use of the Services and Documentation, that such password shall be changed no less frequently than that defined in the Mandatory Policies and each End User shall keep his password confidential.

## SCHEDULE 6

Bespoke terms agreed between Customer and Supplier

The free version of TrustPortal is for evaluation purposes only and should not be used for production use, and <u>should not</u> be used to store personally identifiable, sensitive or production data, and is supported on a best endeavours basis

Hence TrustPortal accept no liability and provide no warranty for production use, and data, liability, support, warranty and similar protections in TrustPortal General Terms and Conditions are not applicable.

All data stored in TrustPortal will be securely destroyed at the end of the Initial Term, unless the contract is migrated to a paying contract prior to the end of the Initial Term.