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	12 months from the Effective Date (Initial Term). The Initial Term shall be extended by up to two further 12-month periods (each a Renewal Term) unless Customer notifies Supplier that it doesn't intend to review at least 30 days prior to the end of the Initial Term (or any Renewal Term, as the case may be).
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
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 Prod TrustPortal SaaS up to 10 concurrent users/connections
- 1 x Dev SaaS

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 Prod
- Server setup and TrustPortal Install for Dev
- Test connectivity of TrustPortal Prod env to appropriate Agentic / RPA environment
- 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	Comments
		Requirements	
		Possible?	
Single Tenant	Single tenant by default		
Primary Data Centre	TBC as part of AWS Marketplace		
/ Availability Zones	order		
DR Data Centre /	Not applicable		
Availability Zones			
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 Response	Initial Response 4 hrs		
	Updates every 12 hr		

D2 Decreases	Initial Decreases 4 hrs	I	
P2 Response	Initial Response 4 hrs		
	Updates every 12 hr Initial Response 48hr		
P3 response	Updates every 2 days or as agreed		
	in issue		
P4 response	Initial Response 48hr		
r4 response	Updates every 2 days or as agreed		
	in issue		
Maintenance	8 hours/month total, any nights		
Window	. –		
	8pm local time Not applicable		
DR Recovery Time			
Objective (RTO)			
Upgrades	Max 1 per year with times to be agreed. Upgrades may be needed to		
	keep current with TrustPortal		
	Software End-of-Life (2 years)		
Channel		late gratiens to	
Channel Connections	Standard connections permitted to	Integrations to	
connections	customer browsers and Agentic /	Amazon Connect IVR	
	RPA digital workers	and Desktop are	
		downloadable, and additional	
		training/coaching can be purchased	
VDN Satura	No VDN's will be used in creating	be purchased	
VPN Setup	No VPN's will be used in creating		
DD Tastina	connection from customer to SaaS		
DR Testing	Not applicable		
Backup	Full backup at VM level (7 days		
	retained)		
	Nightly backups, up to 1 days data		
Daakun /Daaayan	loss		
Backup/Recovery	On initial installation, then annually		
Testing Data Encryption in	AES256 PPK with individual user		
transit	keys, over HTTPS		
	AES256 PPK with individual user		
Data Encryption at			
rest	keys. Encrypted VM images and disks		
Customer AD/SSO	Standard, including TrustPortal User	Only with	
Integration	Management (TPUM) integration	training/coaching	
integration		package	
Data	Not possible – TrustPortal doesn't	package	
Auditing/Export	have keys to encrypted data		
Availability	Standard AWS Reporting		
Reporting			
Performance	Standard TrustPortal Reporting		
Reporting			
Firewall Setup to	HTTPS (Port 443)		
support Protocols			
Periodic Penetration	Support for appual customer		
	Support for annual customer- initiated pen testing only		
Testing Internal Audits incl.	Performed annually		
access, risk, regs and controls			
External Audits	Not supported as standard		
	Not supported as standard		
Regulatory Reviews	Annually	1	l

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	See Schedule 5 for key roles that should be defined		
Escalation Contacts	See Schedule 5 for key roles that should be defined		
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 and Prod SaaS as described in Schedule 1

Component	SaaS Charge (excl. expenses, and applicable taxes)
Yearly costs (payable annually in advance	\$ 15,000

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	Year 1 Costs	Year 2	Year 3
		(if contract extended)	(if contract extended)
Environment Setup	Included in SaaS	Included in SaaS	Included in SaaS
SaaS Provision	\$15,000	\$15,000	\$15,000
Licences	Included in SaaS	Included in SaaS	Included in SaaS
Training	\$10,000 (Optional)	\$0	\$0
Non-Standard Changes			
Totals	\$15,000 (no training)	\$15,000	\$15,000
	\$25,000 (with training)		

Schedule 3 DATA PROCESSING ACTIVITIES

Categories of data Please specify the Personal Data that	All personal data is encrypted and block-signed, with Supplier not having access to the encryption keys.
will be processed by the Supplier	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.
	Supplier will process business contact information of Customer employees in order to provide the SaaS Service.
Categories of Data Subjects	As above.
Please specify the categories of data subjects whose Personal Data will be processed by the Supplier	Customer employees who receive support and information from TrustPortal during the Term.
Processing Operations	As above.
Please specify all processing activities to be conducted by the Supplier	
Location of Processing Operations	All personal data which TrustPortal collects is stored in the
Please specify all locations where the personal data will be processed by the Supplier	United Kingdom.
Identity of sub-contractors	Amazon Web Services (based in Frankfurt).
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	
Purposes	Supplier processes Customer personal data in order to
Please specify all purposes for which the Personal Data will be processed by the Supplier	provide the SaaS Service and to fulfil its contractual obligations to the Customer.
Duration	Throughout the Term.
Please specify the length of time for which data processing activities will be carried out by the Supplier	
Retention Period	Throughout the Term. Business contact details included in
Please specify the length of time for which the Personal Data is required to be retained	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	Free - included with license	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	Only 1 API MiniBot provided, may not use more than 25% of system resources	
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 5 GOVERNANCE AND REPORTING

Example roles and responsibilities

Role	Contact name	Company	eMail	Meeting Freq (M=Monthly/Q=Quarterl y)	Work Phone / Mobile
Customer Business Owner					
Service Manager					
Procurement / Vendor Manager					
Customer Intelligent Automation Team (First Line Support)					
Customer IT Support Team (Second Line Support)					
Distribution list to be used by TrustPortal when notifying Customer teams of service issues / changes					
Customer nominated					

contacts to call TrustPortal Commercial					
Executive Escalation	Chris Lamberto n (CEO)	TrustPorta I	<u>chris@trustportal.org</u>	N/A	0771187223 3
Customer Onboarding	<insert here></insert 	TrustPorta I	<insert here=""></insert>	As per project plan	<insert here></insert
Support Helpdesk		TrustPorta I	Issues logged via Zendesk	Μ	0808 1694367
Support Escalation	David Linten (CTO)	TrustPorta I	<u>David@trustportal.or</u> g	Μ	<insert here></insert

Example Meetings:

Monthly Service Review

- 1. Introductions and Personnel Changes
- 2. Review of Previous Minutes
- 3. SLA Delivery Performance
- 4. Issues/Incidents
- 5. Invoices
- 6. Change
- 7. AOB

Quarterly Governance Review

- 1. Introductions (New Attendees and Personnel)
- 2. Company announcements
- 3. SLA Delivery Performance (review and forecast capacity)
- 4. Incident management (Supplier issues/3rd party issues)
- 5. Financials (current PO/Invoices)
- 6. Operational Governance
 - 1. Contract
 - 2. BCP
 - 3. Security/certification
 - 4. Compliance
 - 5. DPA breaches
 - 6. Risk management
- 7. Service Improvements (delivered/proposals)

- 8. Planned updates/ changes (next 3 months on both sides)
- 9. Projects and change requests (new projects and CR)
- 10. AOB and next meeting

Annual DR Review

- 1. Introductions and Personnel Changes
- 2. Review of Previous Minutes
- 3. DR and BC planning
- 4. DR test review
- 5. DR change requests
- 6. AOB

SCHEDULE 6

Bespoke terms agreed between Customer and Supplier

Not Applicable