Service Agreement

Trellis · v1.3 · October 2026

Between:

(1) The legal entity identified as the Customer in the Acceptance Record (the **"Customer"**); and

(2) **Trellis Education Ltd**, a company incorporated in England and Wales under company number 16500654, having its registered office at 41 Dordrecht Road, London, W3 7TF (**"Service Provider"**).

(each a **"Party"** and together the **"Parties"**).

Background

A. The Customer requires access to and use of the Service Provider platform and related operational services as described in Schedule 2 (Service Description).

B. The Customer is the Data Controller and Service Provider is the Data Processor in respect of Personal Data processed by the Service Provider on behalf of the Customer, except where Schedule 1 provides otherwise.

C. The Parties are entering into this Agreement to establish the terms under which Service Provider provides access to the Service and to underpin the Data Processing Agreement attached at Schedule 1.

Terms

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, capitalised terms shall have the meaning set out below:

"Acceptance Record" means the electronic record created when the Customer accepts this Agreement online, showing the Customer's legal name and address, the name, job title and email address of the person accepting, the version of this Agreement accepted, and the date and time of acceptance;

"Agreement" means this Service Agreement, including its Background and Schedules;

"Data Protection Law" means the UK GDPR, the Data Protection Act 2018, the Data Use and Access Act 2025 and ICO codes of practice, and all applicable legislation relating to data protection and privacy;

"Personal Data" , "Data Controller", "Data Processor", and **"Processing"** shall have the meanings given to them in the Data Protection Law;

"Service" means the provision of access to and operation of the Service Provider platform as detailed in Schedule 2 (Service Description);

"Writing" includes email and the online acceptance process described in the Acceptance, Notices and Variation section, and **"written"** shall be read accordingly;

“Start Date” means the date and time of acceptance shown in the Acceptance Record; and

“Expiry Date” means 3 months from the Start Date.

2. Provision of the Service

2.1 Service Provider shall provide the Customer with access to and use of the Service in accordance with the terms of this Agreement and Schedule 2 (Service Description).

2.2 Service Provider shall perform its obligations under this Agreement with reasonable skill, care, and diligence.

3. Data Protection

3.1 The Parties acknowledge and agree that for the purposes of the Data Protection Law, the Customer is the Data Controller and Service Provider is the Data Processor.

3.2 Service Provider shall process Personal Data in accordance with the documented instructions of the Customer and the terms set out in Schedule 1 (Data Processing Agreement), except where Service Provider acts as controller under clause 4 (Service Provider as Controller) of that Schedule.

3.3 Schedule 1 (Data Processing Agreement) forms an integral and binding part of this Agreement.

4. Fees and Consideration

4.1 No fee, charge, or other monetary payment is payable by the Customer to Service Provider under or in connection with this Agreement.

4.2 The Parties acknowledge and agree that under English Law, this Agreement constitutes a valid, binding and enforceable contract notwithstanding the absence of monetary consideration payable by the Customer.

5. Term and Termination

5.1 This Agreement shall commence on the Start Date and shall continue in force until the Expiry Date, unless terminated earlier in accordance with this Clause 5.

5.2 Either Party may terminate this Agreement for convenience, without cause, by giving not less than thirty (30) days' prior written notice to the other Party.

5.3 Either Party may terminate this Agreement with immediate effect by written notice to the other Party if:

(a) the other Party commits a material breach of this Agreement which is incapable of remedy, or (if capable of remedy) fails to remedy such breach within thirty (30) days of receiving written notice requiring it to do so;

(b) the other Party becomes insolvent, enters administration or liquidation, or has a receiver or administrative receiver appointed over any part of its assets; or

(c) Service Provider ceases for any reason to operate or provide access to the Service.

5.4 Upon expiry or termination of this Agreement for any reason, Service Provider shall, at the option of the Customer, securely delete or return all Personal Data in accordance with Schedule 1.

6. Intellectual Property Rights

6.1 Service Provider retains all rights, title, interest, and Intellectual Property Rights in and to the Service, platform, and underlying software.

6.2 The Customer retains all rights, title, interest, and Intellectual Property Rights in all data, content, and information provided or uploaded to the Service by or on behalf of the Customer (“Customer Data”).

7. Confidentiality

7.1 Each Party shall keep confidential and shall not disclose to any third party any confidential information concerning the business, affairs, or technology of the other Party, except as required by law, regulation, or court order.

8. Liability and Indemnity

8.1 Limitation of liability: subject to clause 8.2, the total aggregate liability of either Party to the other for all claims arising under or in connection with this Agreement (including Schedule 1 (Data Processing Agreement)), whether in contract, tort (including negligence), or otherwise, shall be limited to £10,000,000, including liability arising under clause 8.3.

8.2 Uncapped liability: nothing in this Agreement shall limit or exclude liability for:

(a) Death or personal injury caused by negligence;

(b) Fraud or fraudulent misrepresentation;

(c) Any other liability which cannot be limited or excluded under applicable law.

8.3 Data Protection Indemnity: subject to Clause 8.1, the Service Provider shall indemnify the Customer against all reasonable costs, claims, and expenses directly arising from a personal data breach caused by the Service Provider's failure to comply with its obligations under Data Protection Law or the security measures set out in Annex 2 of Schedule 1.

9. Governing Law and Jurisdiction

9.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of England and Wales .

9.2 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement.

Acceptance, Notices and Variation

This Agreement is entered into when an authorised representative of the Customer accepts it online. By accepting, the Customer agrees to be bound by this Agreement, including Schedule 1 (Data Processing Agreement), and the person accepting confirms that they are authorised to bind the Customer. The Service Provider is bound by this Agreement from the Start Date. Service Provider will send a copy of this Agreement and the Acceptance Record to the email address given on acceptance.

Any notice under this Agreement may be given by email: to the Customer at the email address recorded in the Acceptance Record, and to the Service Provider at andy@trellis.scot.

This Agreement may only be varied in writing agreed by both Parties. Changes to the version of this Agreement published online do not affect an Agreement already accepted.

Schedule 1: Data Processing Agreement (Article 28 UK GDPR)

This Schedule forms part of the Service Agreement between the Customer and the Service Provider and sets out the terms governing the processing of Personal Data by the Service Provider on behalf of the Customer.

1. Definitions

1.1 For the purposes of this Data Processing Agreement (the “Agreement”):

(a) "controller", "data subject", "personal data", "processing", and "processor" shall have the meanings given to them in the Data Protection Law and "personal data breach" shall be as defined in the UK GDPR; and

(b) Capitalised terms used but not defined in this Agreement have the meaning given to them in the Service Agreement.

2. Purpose

2.1 This Agreement governs the processing of personal data by the Service Provider on behalf of the Customer in connection with the Service. The processing is undertaken to support teachers in managing documentation for pupils with Special Educational Needs and Disabilities (SEND), including the transcription of relevant meetings and generation of draft support plans, pupil profiles and minutes.

3. Customer as Controller; Service Provider as Processor

3.1 In respect of any personal data provided to the Service Provider to enable the Service Provider to perform the Service, the Customer is the controller and the Service Provider is the processor, other than where the Service Provider is the controller in accordance with clause 4.1 (Service Provider as Controller).

3.2 The Customer must undertake all the responsibilities of the controller under Data Protection Law in relation to the provision of the Service and shall instruct the Service Provider in relation to the processing of the personal data.

3.3 The Controller is responsible for ensuring that there is a lawful basis for processing any personal data in accordance with Data Protection Law. The Customer is responsible for ensuring that all the necessary information to be provided where personal data is collected from the data subject in accordance with Data Protection Law has been provided to the relevant data subject in accordance with Data Protection Law. This information shall outline that there may be occasions where the Service Provider (to be named specifically in such information) processes the personal data as a controller for the purposes outlined in the Schedule.

3.4 The Customer gives the Service Provider approval to use the Customer's employee name and contact information for account creation and management of Service, provided that the Service Provider's use of that data complies with clause 3.5 (a).

3.5 Where the Service Provider is processing personal data as a processor as part of its provision of the Service it shall:

(a) process the personal data only on documented instructions from the Customer;

(b) subject to clause 3.6 (sub-processing), not disclose or divulge (and ensure that persons authorised to process the personal data do not disclose or divulge) any of the personal data to any third parties unless directed in writing to do so by the Customer;

(c) implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk associated with protecting the personal data against accidental or unlawful destruction, loss,

alteration, unauthorised disclosure of, or access to personal data transmitted, stored or otherwise processed taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of individuals, including the controls set out in Annex 2;

(d) taking into account the nature of the processing, assist the Customer by taking appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the UK GDPR (rights of the data subject);

(e) assist the Customer in ensuring compliance with the Customer's obligations pursuant to Articles 32 to 36 of the UK GDPR taking into account the nature of processing and the information available to the processor;

(f) at the choice of the Customer, delete or return (where technically possible) all the personal data to the Customer after the end of the provision of the Service relating to processing, and delete existing copies, save for (i) the system audit logs retained in accordance with Annex 1, and (ii) any personal data the Service Provider is required to store by applicable law to which it is subject (in which case the Service Provider may become a controller in respect of such stored data in accordance with Data Protection Law);

(g) make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in this Agreement and allow for and contribute to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer;

(h) inform the Customer immediately if, in the opinion of the Service Provider, an instruction given pursuant to clause 3.5 (a) or clause 3.7 infringes any Data Protection Law; and

(i) not transfer any personal data to a country or territory outside the UK and the EEA other than in accordance with the terms of the Data Protection Law with the prior written approval of the Customer.

3.6 The Service Provider shall have the right to sub-contract data processing duties undertaken on behalf of the Customer to third party suppliers providing services for the Service (and the Customer hereby provides a general authorisation for such sub-contracting) provided that: (i) the same data protection obligations as set out in this Agreement shall be imposed on such third party suppliers; and (ii) the Service Provider shall inform the Customer of any intended changes concerning the addition or replacement of such third party suppliers thereby giving the Customer the opportunity to object to such changes. Without prejudice to the generality of the foregoing, the Customer hereby gives its specific written approval to the Service Provider appointing the following parties as sub-processors in connection with this Agreement:

- Microsoft Ireland Operations Limited: for cloud infrastructure hosting, application databases, secure storage, speech transcription and LLM document processing. Microsoft's own onward sub-processors are published at the link maintained by Microsoft and are governed by the Microsoft Products and Services Data Protection Addendum.

3.7 The Customer hereby instructs the Service Provider to process any personal data on the following basis:

3.7.1 for any and all purposes connected with the provision of the Service to the Customer and the Customer's end users;

3.7.2 without prejudice to the generality of clause 3.7.1, the Customer instructs the Service Provider to process any personal data:

3.7.2.1 for the purposes of monitoring, administering and controlling the Service to ensure appropriate use, taking action as a result of any concerns which relate to the provision of the Service to the Customer;

3.7.2.2 to create, manage and administer Trellis user accounts in accordance with the account creation procedures for the Service;

3.7.2.3 to protect the vital interests of the data subject or of another natural person; and

3.7.2.4 to analyse the quality of generated documentation.

4. Service Provider as Controller

4.1 Notwithstanding clause 3.1, the Service Provider may process personal data relating to Trellis users and Customer staff for the Service Provider's own purposes (in relation to (i) conducting end user surveys in connection with the Service, (ii) ensuring the information security, safety and integrity of the Service, including taking action as a result of any concerns or queries received which relate to the aforementioned matters, and (iii) where the Service Provider has to retain personal data to meet its legal obligations). In such cases, the parties acknowledge that as the Service Provider will be determining the purposes and means of processing the personal data it will be acting as a controller in these cases.

4.2 Certain personal data of the Service Provider's employees may be stored within the Service. The Service Provider shall be the controller in respect of such employee data.

4.3 For the avoidance of doubt, the Service Provider shall not process personal data relating to pupils for Service Provider's own purposes, and shall not at any point be controller for data relating to pupils.

5. Service Provider as Agent with relation to Sub-Processors

Where the Service Provider is acting as a processor on behalf of the Customer, the Customer hereby appoints the Service Provider to act as an agent for and on behalf of the Customer insofar as required in relation to the entering into of any standard or model contractual clauses with third party suppliers that are drafted on the basis of personal data being transferred from a controller to either other controllers or to processors.

6. Personal data breach

6.1 The Customer will be informed by the Service Provider as soon as practical and without undue delay after becoming aware of any personal data breach relating to the data for which they are Controller.

7. Requests for information

7.1 Except where the request relates exclusively to Personal Data processed by the Service Provider in its capacity as a Controller, the Customer is responsible for responding to requests from Data Subjects exercising their rights under Chapter III of the UK GDPR. The Service Provider shall provide reasonable assistance to the Customer in responding to such requests, in accordance with this Schedule.

8. Term and Survival

8.1 This Schedule takes effect on the Start Date and continues for so long as the Service Provider processes personal data on behalf of the Customer under the Service Agreement. It terminates automatically on expiry or termination of the Service Agreement, subject to clause 8.2.

8.2 Clauses 3.5(f) (deletion and return), 3.5(g) (audit and information), 6 (personal data breach) and 9 (governing law) survive termination for so long as the Service Provider retains any personal data under this Agreement.

9. Governing Law

9.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

Annex 1: Schedule of Processing

Description	Details
Subject matter of the processing	AI-enabled support for teachers in managing documentation for pupils with Special Educational Needs and Disabilities (SEND)
Duration of the processing	From the Start Date until the Expiry Date, and subject to earlier termination under clause 5 of the Service Agreement. Processing of any personal data retained after that date is governed by clause 8 (Term and Survival).
Nature and purposes of the processing	The Service Provider will carry out the following activities: • Account management using personal data relating to relevant employees of the Customer; • Transcription of meetings using automated tools. • Generation of draft documentation (e.g. plans, meeting minutes) using large language models. • Secure delivery of draft documents to authorised Customer staff. • Quality Assessment and enhancement of produced output, encompassing restricted inspection of audio files, text logs, and initial versions by designated staff, alongside examination of user modifications, exclusively to refine system precision and performance standards, ensuring personal data is never utilised for machine learning model training.
Type of Personal Data being Processed	• Audio recordings and transcripts of meetings • Names, roles, and contact details of staff • Names of pupils • Educational and support needs of pupils • Special category data (e.g. health, ethnicity, safeguarding concerns)
Categories of Data Subject	• Pupils with SEND • Parents/guardians • Teaching and other education staff • Other professionals participating in meetings
International transfers and legal gateway	Pupil data, meeting recordings, transcripts and generated documents are stored and processed in Microsoft Azure UK South, with backups in UK West. Staff identity and authentication data processed through Microsoft Entra External ID is held in the EU under the UK's adequacy arrangements for the EEA. No restricted international transfers of pupil or meeting data occur. Personal data processed by the Service Provider for its own internal business administration is outside the scope of the Customer's instructions under this Schedule.
Plan for return and destruction of the data once the processing is complete	• Intermediate meeting transcripts are deleted after 14 days. • Meeting audio recordings, draft plans, and related pupil documentation are deleted after 60 days (or per the Customer's configured retention schedule). • System audit logs are retained for the lifetime of the meeting and seven years afterwards as compliance evidence.

Annex 2: Security Measures

The Service Provider shall implement the following security measures:

1. Encryption

- All personal data shall be encrypted in transit and at rest using industry-standard encryption protocols.

2. Access Controls

- Role-based access controls shall be enforced to ensure only authorised personnel can access personal data.
- Multi-factor authentication shall be enforced for all user accounts managed in the Service Provider's identity tenant. Where users access the Service through single sign-on, authentication policy (including MFA) is controlled by the Customer.

3. Secure Infrastructure

- Data shall be hosted on secure cloud infrastructure with regular updates and patching.
- Physical security measures shall be in place at data centre locations.

4. Audit Procedures

- Regular security audits and penetration testing shall be conducted.
- Logs of data access and processing activities shall be maintained and reviewed periodically.

Schedule 2: Service Description

1. Scope of Service

Service Provider shall provide the Customer with access to the Trellis platform, comprising a web application and a native iPad application, which enables authorised Customer staff to:

(a) record meetings;

(b) obtain an automated transcript of those recordings;

(c) generate editable draft documentation, including plans and meeting minutes, from the transcript and any further context the user provides;

(d) review, edit and download the resulting documents; and,

(e) where made available by the Service Provider, access user onboarding, administrative functionality and management reporting.

The Service does not make decisions about any pupil. All documentation generated is a draft for review by a qualified professional.

2. Availability and Support

Service Provider shall maintain standard platform availability (99.5% uptime target during business hours) and provide standard technical email support during working days (09:00 – 17:00).