



# Master Services Agreement

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Clarity for Education

Version 1.0

Prepared: 11 July 2026

Shareable procurement review template - not for signature



## Procurement review template - not for signature

| Document control  | Detail                                                    |
|-------------------|-----------------------------------------------------------|
| Supplier          | SENDlink LTD, trading as Student Radar                    |
| Company number    | 16602655                                                  |
| Registered office | 10 Masefield Gardens, Plymouth, PL5 3HU                   |
| Review version    | 1.0                                                       |
| Prepared          | 11 July 2026                                              |
| Status            | Shareable procurement review template - not for signature |
| Contact           | dpo@studentradar.com                                      |

This document is a shareable review template. It is not an offer, an executed agreement or a signature copy, and it does not itself create a subscription, renewal, payment obligation or right to use the Services. Before execution, the parties must complete and sign an Order Form and approve a clean execution copy of this Agreement and the Data Processing Agreement.

No customer name, school, price, term, package selection, pupil count, implementation date or special condition should be inserted into this reusable template. Those facts belong in the Order Form.

### 1. Parties, structure and priority

1.1 This Master Services Agreement is intended to be entered into between:

- SENDlink LTD, trading as Student Radar, company number 16602655 (Student Radar); and
- the legal entity identified as the Customer in the applicable Order Form (Customer).

1.2 The contractual documents are:

- the signed Order Form;
- this Master Services Agreement, including its schedules;
- the Data Processing Agreement (DPA);
- any capability, implementation or service schedule expressly incorporated by the Order Form; and
- the Acceptable Use Policy supplied with the execution pack.

1.3 If the documents conflict:

- the DPA prevails for the protection and processing of Personal Data;
- the Order Form prevails for Customer identity, schools in scope, selected packages, service scope, pupil count, price, discounts, VAT, pass-through costs, dates and term;
- a signed capability schedule prevails for the detailed scope of that capability, but cannot reduce the DPA protections; and
- this Agreement prevails for all other matters.

1.4 A marketing page, demonstration, proposal or published calculator is not a contractual commitment unless the relevant statement is expressly included in the signed Order Form. The written quote and Order Form should reconcile the published pricing formula with the agreed pupil count, packages, discounts and VAT.



## 2. Definitions

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In this Agreement:

**Applicable Law** means the laws of England and Wales that apply to a party or the Services, including applicable education, safeguarding and data protection law.

**Authorised User** means a person whom the Customer has authorised to use the Services for the Customer's internal educational or administrative purposes.

**Business Day** means Monday to Friday, excluding public holidays in England.

**Commencement Date** means the date on which the selected Services begin, as stated in the Order Form.

**Customer Data** means data, records, documents and content supplied to, created in or processed through the authenticated Student Radar platform on the Customer's behalf. It excludes Student Radar's pre-existing software, documentation and independently controlled business contact data.

**Documentation** means the current user guidance and technical information Student Radar makes available for the selected Services.

**Effective Date** means the date stated in the Order Form.

**Fees** means the fees expressly stated in the Order Form or a later written change signed by both parties.

**Order Form** means a written ordering document signed by authorised representatives of both parties.

**Package** means Core, Safeguard, Connect, Assess, Health, Office or Teach, as selected in the Order Form.

**Pass-through Cost** means a third-party usage charge, such as outbound SMS, that the Customer has expressly authorised and that is charged by reference to actual usage under the applicable provider pricing. It is separate from the annual Package Fee and excludes VAT.

**Personal Data, Controller, Processor and Sub-processor** have the meanings given in applicable Data Protection Laws.

**Services** means access to the selected Packages and any implementation, support or related services stated in the Order Form.

**Subscription Term** means the fixed or expressly defined period stated in the Order Form.

## 3. Effective date, term and renewal

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3.1 This Agreement takes effect only when the applicable Order Form and execution copies have been signed by both parties.

3.2 The Subscription Term, Commencement Date and any implementation period are stated in the Order Form. An implementation or funded period does not itself create a paid subscription.

3.3 There is no automatic renewal. At the end of the Subscription Term, the Services expire unless both parties sign a new Order Form or written renewal before expiry.

3.4 There is no automatic paid conversion. A free, funded, pilot or Pathfinder period does not convert into a paid subscription and does not require the Customer to continue. Any paid continuation requires a separate written Order Form signed by both parties.

3.5 For the 2026-27 Pathfinder Programme, the Order Form must state that platform access, Wonde onboarding, training and reviews are funded for the agreed academic year; SMS and other pass-through



usage costs are excluded; continuation is optional; and an optional written renewal price may be supplied before the funded year ends.

3.6 If an Order Form expressly creates a continuous no-charge entitlement, it remains at £0 until ended in accordance with that Order Form. It cannot be converted into a paid entitlement without a new signed Order Form.

## 4. The Services

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4.1 Student Radar will provide the Services selected in the Order Form with reasonable skill and care and materially in accordance with the Documentation.

4.2 Core is the required foundation Package. Core includes the Core, SEND and Lead capabilities. The optional Packages are Safeguard, Connect, Assess, Health, Office and Teach. Only Packages and capabilities stated as available and selected in the Order Form form part of the Services.

4.3 Office is currently in a preparing lifecycle. It must not be treated as available merely because a reference price is published. It becomes contractually available only if the Order Form expressly confirms its scope and Commencement Date.

4.4 Wonde is Student Radar's direct MIS integration. Student Radar may sit alongside safeguarding, attendance, communication and other school systems, but this Agreement does not claim a direct integration with any other system unless the Order Form expressly identifies and describes it.

4.5 Student Radar may deploy maintenance, security fixes and improvements. Student Radar will not materially reduce the core functionality of a selected Package during a paid Subscription Term without reasonable advance notice. If a change materially and adversely reduces the contracted Services and cannot reasonably be remedied, the Customer may terminate the affected Package and receive a pro-rata refund of prepaid Fees for the unused period.

4.6 Beta, preview or preparing functionality is excluded unless the Order Form clearly includes it and states its support position.

## 5. Implementation, support and service management

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5.1 Standard Wonde onboarding, initial configuration and agreed staff training are included with a subscription. There is no setup fee.

5.2 The parties will cooperate on an implementation plan proportionate to the Customer's selected Packages, data readiness and school calendar. No unsupported fixed onboarding timescale applies unless the Order Form states one.

5.3 Student Radar will provide UK-based email support during its published support hours. Any binding response target, availability commitment, service credit, recovery objective or maintenance notice period must be stated in the Order Form or an incorporated service schedule.

5.4 Student Radar may carry out emergency maintenance without advance notice where reasonably necessary to protect security, data integrity or service availability. It will provide information as soon as reasonably practicable.

5.5 Student Radar is not responsible for delay or unavailability caused by the Customer's systems, internet connection or credentials, or by a third-party service outside Student Radar's reasonable control. Student Radar will nevertheless use reasonable efforts to restore or provide a workaround for the affected Services.



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## 6. Customer responsibilities

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The Customer will:

- appoint appropriate operational, data protection, safeguarding and technical contacts;
- ensure Authorised Users are appropriately authorised and trained;
- manage user access, promptly remove leavers and protect authentication credentials;
- maintain accurate Customer Data and suitable MIS permissions;
- establish and document lawful bases, transparency information and retention instructions for Customer Personal Data;
- use the Services in accordance with Applicable Law, the Documentation and the Acceptable Use Policy;
- retain responsibility for safeguarding, educational, clinical and professional decisions; and
- promptly report suspected unauthorised access, security incidents or misuse.

The Customer must not use Student Radar to avoid or conceal a safeguarding duty, upload unlawful content, interfere with security controls, introduce malicious code, scrape the Services, share accounts or attempt unauthorised access.

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## 7. Fees, VAT and payment

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7.1 The binding Fees, billing dates, pupil count, selected Packages, discounts and any agreed Pass-through Costs are stated in the Order Form.

7.2 Published annual prices and all Fees are exclusive of VAT. VAT is added at the rate required by law. There is no setup fee.

7.3 Unless the Order Form states otherwise, annual subscription Fees are invoiced annually in advance and are payable within 30 days of a valid invoice.

7.4 SMS and any other Pass-through Cost are excluded from Package Fees. They may be charged only where the Customer has expressly activated the relevant usage in the Order Form or a later signed change. Student Radar will provide a reasonable usage record with the invoice. A Pathfinder or other no-charge Order Form does not authorise Pass-through Costs unless it expressly says so.

7.5 A Package added during a Subscription Term requires a written change agreed by both parties. Its Fee may be pro-rated for the remainder of that term. No Package is added by silence or use of a demonstration environment.

7.6 Student Radar may change its published pricing for future orders. It cannot increase the Fees during an existing fixed Subscription Term or impose a renewal price without a new signed Order Form.

7.7 Multi-academy trust pricing uses the same published per-pupil and Package formula. Pupils across participating schools are aggregated for the published volume discount. No undisclosed trust surcharge applies.

7.8 If an undisputed invoice remains unpaid after its due date, Student Radar may charge statutory interest and reasonable recovery costs. It may suspend only the affected paid Service after giving reasonable written notice and an opportunity to remedy. A no-charge entitlement cannot be suspended for non-payment.

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## 8. Artificial intelligence and automated decision-making

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8.1 Public Echo and public Sensory Profiler are visitor-triggered website tools governed by Student Radar's public Privacy Policy. They are separate from authenticated, school-enabled platform AI and are not an authorised route for the Customer to submit Customer Personal Data.



8.2 A school-enabled AI capability is excluded unless:

- the Customer expressly selects it in the Order Form or a signed capability schedule;
- that document identifies the purpose, permitted input fields, provider, output, human review requirement, retention and transfer position; and
- the DPA, relevant impact assessment and current Sub-processor List support that processing.

8.3 AI output is advisory drafting. It is not a diagnosis, professional opinion, safeguarding decision or sole basis for a decision about a pupil. An appropriately authorised member of staff must review and decide whether to use it.

8.4 This Agreement makes no blanket promise that AI input is tokenised and no claim that OpenAI Zero Data Retention is enabled. The applicable capability schedule and DPA must describe the verified control for that capability.

## 9. Data protection and security

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9.1 The parties will comply with the DPA. The Customer normally acts as Controller and Student Radar as Processor for Customer Personal Data processed to provide the authenticated Services.

9.2 Student Radar acts as an independent Controller for limited business relationship information and for the public website and public tools, as explained in its Privacy Policy. Those independent purposes do not authorise secondary use of Customer Personal Data.

9.3 Student Radar will maintain technical and organisational measures appropriate to the risk, as described in the DPA and current assurance documents. The primary Customer database is configured in Supabase's eu-west-2 London region. This is not a promise that every hosting request, support activity, resilience process or optional provider remains in one country; those processing paths are described in the DPA and Sub-processor List.

9.4 Customer Data remains the Customer's data. Student Radar will not sell Customer Data or use Customer Personal Data for advertising.

## 10. Confidentiality

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10.1 Each party will protect the other party's non-public information using at least reasonable care and will use it only to perform or receive the Services.

10.2 Confidential information does not include information that the receiving party can show:

- is lawfully public without breach of this Agreement;
- was already lawfully known without a duty of confidence;
- was independently developed without using the confidential information; or
- was lawfully received from a third party without a duty of confidence.

10.3 A party may disclose confidential information where required by law, court order or regulator, but will give advance notice where legally permitted.

10.4 Confidentiality obligations continue for five years after termination. Obligations relating to trade secrets and Personal Data continue for as long as the information remains protected by law.



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## 11. Intellectual property and data use

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11.1 Student Radar and its licensors own the Services, software, Documentation, branding and related intellectual property. The Customer receives a non-exclusive, non-transferable right for Authorised Users to use the selected Services during the Subscription Term for the Customer's internal educational and administrative purposes.

11.2 The Customer retains its rights in Customer Data. The Customer grants Student Radar only the rights necessary to process Customer Data to provide, secure, support and improve the contracted Services in accordance with the DPA.

11.3 Student Radar may use feedback without restriction provided it does not identify the Customer, an Authorised User or a pupil and does not disclose confidential information.

11.4 Student Radar may use genuinely anonymised and aggregated information that cannot reasonably identify a person or the Customer. It will not attempt to re-identify that information. Pseudonymised Personal Data is not treated as anonymous.

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## 12. Warranties and appropriate reliance

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12.1 Each party warrants that it has authority to enter into the execution copy.

12.2 Student Radar warrants that it will:

- provide the Services with reasonable skill and care;
- materially follow the Documentation for selected Services;
- comply with Applicable Law in its provision of the Services; and
- maintain reasonable security measures appropriate to the processing risk.

12.3 The Customer warrants that its documented instructions and use of the Services are lawful and that it has provided required transparency information to Data Subjects.

12.4 Student Radar does not warrant that the Services will be uninterrupted or error-free, or that Customer Data supplied by the Customer, Wonde or another authorised source is accurate. Student Radar will investigate reproducible faults and use reasonable efforts to correct material defects.

12.5 The Services support, but do not replace, professional judgement, statutory duties, local safeguarding procedures or emergency services.

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## 13. Suspension

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13.1 Student Radar may suspend an affected account or Service where reasonably necessary to:

- contain a credible security threat or compromised account;
- prevent material misuse or unlawful activity;
- comply with law, a court order or a regulator; or
- address a material breach that remains unremedied after reasonable notice.

13.2 Student Radar will limit suspension to what is reasonably necessary, notify the Customer as soon as legally and operationally practicable, and restore access when the reason for suspension is resolved.

13.3 Student Radar will not suspend an entire free or funded subscription merely to introduce Fees.



## 14. Termination and exit

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14.1 Either party may terminate an Order Form for material breach if the breach is not remedied within 30 days after written notice. A shorter period may apply where the breach creates an immediate and serious security, safeguarding or legal risk that cannot reasonably be contained.

14.2 Either party may terminate immediately if the other becomes insolvent, ceases business or is unable to pay its debts, subject to applicable insolvency law.

14.3 Any Customer right to terminate for convenience and any financial consequence must be stated in the Order Form. Pathfinder and other no-charge programmes may be ended by the Customer without a continuation fee.

14.4 On expiry or termination:

- access to the affected Services ends on the effective termination date;
- Student Radar will support return and deletion of Customer Personal Data as required by the DPA;
- accrued payment obligations remain due; and
- prepaid Fees for an unused period are refunded only where this Agreement or the Order Form expressly provides for a refund.

14.5 Clauses intended by their nature to survive will continue, including confidentiality, intellectual property, liability, accrued payment rights, governing law and the DPA's exit obligations.

## 15. Liability - proposed review position

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15.1 Nothing limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any liability that cannot lawfully be limited.

15.2 Subject to clause 15.1, each party's total aggregate liability arising from an Order Form will not exceed 150% of the Fees paid or payable under that Order Form in the 12 months before the event giving rise to the claim. For a no-charge Order Form, the proposed general cap is £50,000.

15.3 The proposed aggregate cap for breach of the DPA or confidentiality is the greater of 200% of the annual Fees paid or payable under the affected Order Form and £50,000. Where the breach directly involves safeguarding Customer Data, the proposed cap is £250,000. These figures are a procurement review position and must be confirmed in the execution copy.

15.4 Subject to clause 15.1, neither party is liable for indirect or consequential loss, or for loss of profit, revenue, goodwill or anticipated savings. This exclusion does not treat the reasonable cost of restoring Customer Data, investigating a Personal Data Breach or meeting a valid third-party claim caused by the liable party's breach as indirect merely because the cost follows from the breach.

15.5 Each party will take reasonable steps to mitigate loss. Nothing in this Agreement affects either party's direct statutory liability to a regulator or Data Subject.

## 16. Indemnities

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16.1 Student Radar will defend the Customer against a third-party claim that authorised use of the Services infringes that third party's UK intellectual property rights, and will pay damages and reasonable costs finally awarded or agreed in settlement, provided the Customer promptly notifies Student Radar, gives reasonable cooperation and allows Student Radar to control the defence and settlement.





16.2 Student Radar has no obligation under clause 16.1 to the extent a claim arises from Customer Data, unauthorised modification, use contrary to the Documentation, or combination with an item Student Radar did not supply where the claim would otherwise have been avoided.

16.3 If an infringement claim is likely, Student Radar may obtain the right to continue, modify or replace the affected Service, or terminate it and refund prepaid Fees for the unused period.

16.4 The Customer will be responsible for a third-party claim to the extent caused by unlawful Customer Data, the Customer's unlawful instructions, or material misuse of the Services. This clause does not transfer liability for Student Radar's own acts or omissions.

16.5 Indemnities are subject to clause 15 unless liability cannot lawfully be limited.

## 17. Force majeure

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Neither party is liable for delay caused by an event outside its reasonable control, provided it promptly informs the other party, uses reasonable efforts to mitigate the effect and resumes performance as soon as practicable. If the event prevents a material part of the Services for more than 60 consecutive days, either party may terminate the affected Order Form. The Customer will receive a pro-rata refund of prepaid Fees for the unused period.

## 18. General terms

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18.1 Neither party may assign this Agreement without the other's written consent, not to be unreasonably withheld or delayed, except to an affiliate or successor to substantially all of the relevant business that can meet the assigning party's obligations.

18.2 Notices must be in writing to the contacts in the Order Form. A legal notice by email is effective when receipt is acknowledged or otherwise evidenced.

18.3 Changes to an executed Agreement or Order Form must be in writing and signed by authorised representatives of both parties. Online updates cannot add Fees, renew a term or materially reduce Customer protections without written agreement.

18.4 Neither party's failure to enforce a right is a waiver. If a term is unenforceable, the remaining terms continue. The parties are independent contractors. No third party has a right to enforce this Agreement under the Contracts (Rights of Third Parties) Act 1999.

18.5 The execution copy, DPA, Order Form and incorporated schedules form the entire agreement about the Services and replace prior statements on the same subject.

18.6 The Agreement may be signed electronically and in counterparts. This review template intentionally contains no signature block.

## 19. Governing law and disputes

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19.1 The Agreement is governed by the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction.

19.2 Before commencing proceedings, the parties will try in good faith to resolve a dispute through their operational contacts and then senior representatives. This does not prevent urgent injunctive relief, a regulatory report or action needed to protect a child or Personal Data.



## Schedule 1 - Product and pricing reference

This Schedule records the public catalogue and pricing position reviewed on 11 July 2026. It is a reference for preparing the written quote and Order Form. Only the signed Order Form creates scope or Fees.

| Package   | Commercial relationship                             | Published annual reference price, excluding VAT | Minimum annual fee | Availability note                                             |
|-----------|-----------------------------------------------------|-------------------------------------------------|--------------------|---------------------------------------------------------------|
| Core      | Required. Includes Core, SEND and Lead capabilities | £4.25 per pupil                                 | £250               | Available                                                     |
| Safeguard | Optional; requires Core                             | £1.75 per pupil                                 | £500               | Available                                                     |
| Connect   | Optional; requires Core                             | £0.75 per pupil                                 | £300               | Available; outbound SMS is pass-through                       |
| Assess    | Optional; requires Core                             | £0.60 per pupil                                 | £300               | Available                                                     |
| Health    | Optional; requires Core                             | £0.50 per pupil                                 | £250               | Available                                                     |
| Office    | Optional; requires Core                             | £500 flat annual fee                            | £500               | Preparing; order only if the Order Form confirms availability |
| Teach     | Optional; requires Core                             | £200 flat annual fee                            | £200               | Available                                                     |

Published volume discounts apply to the total annual Package subtotal:

| Aggregate pupil count | Discount |
|-----------------------|----------|
| Fewer than 300        | 0%       |
| 300 to 499            | 5%       |
| 500 to 799            | 10%      |
| 800 or more           | 15%      |

For a multi-academy trust, the same formula applies and pupils across participating schools are aggregated for the discount. The Order Form must list the participating schools and agreed pupil-count basis. No undisclosed MAT surcharge applies.

## Schedule 2 - Current service boundaries

| Area            | Contract position                                                                                                                                           |
|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| MIS integration | Wonde is the direct MIS integration. Other systems may sit alongside Student Radar but are not directly integrated unless the Order Form expressly says so. |
| Setup           | Standard onboarding and agreed initial training have no setup fee.                                                                                          |
| SMS             | Charged separately at pass-through cost only when expressly activated.                                                                                      |



| Area    | Contract position                                                                                                                       |
|---------|-----------------------------------------------------------------------------------------------------------------------------------------|
| AI      | Public tools are separate from school-enabled platform AI. School AI requires a signed capability schedule and current DPA/DPIA review. |
| Office  | Published but preparing; not contracted unless the Order Form confirms availability and scope.                                          |
| Renewal | No automatic renewal and no automatic paid continuation.                                                                                |

## Schedule 3 - Required fields for an execution Order Form

Before this template becomes an execution copy, the Order Form must state:

- Customer legal entity and registered address;
- schools or academies in scope;
- Effective Date, Commencement Date and fixed or expressly defined Subscription Term;
- selected Packages and any excluded or preparing capability;
- pupil-count source and date;
- annual Fees, published discount, VAT and invoice schedule;
- any authorised Pass-through Cost and spending control;
- Pathfinder, funded, pilot or no-charge status, where applicable;
- any school-enabled AI capability and its incorporated capability schedule;
- implementation contacts and any binding service-level commitment;
- notice contacts; and
- the approved versions of the MSA, DPA, Sub-processor List and relevant assurance documents.

## Review note

This review template deliberately removes automatic renewal, automatic paid conversion, obsolete package names, unsupported direct integration claims, blanket AI tokenisation language, Zero Data Retention claims and unverified operational promises. Legal counsel and the commercial owner should approve the execution version, particularly the liability caps, termination rights and any service levels.