



Sub-Processor List

Clarity for Education

Version 1.5

Reviewed: 11 July 2026

Current technical register



Document control	Detail
Version	1.5
Technical review	11 July 2026
Publication status	Current technical register
Review trigger	Any material provider, purpose, region or retention change, and at least annually

Scope and status

A sub-processor is a third party engaged by SENDlink LTD, trading as Student Radar, to process personal data on behalf of a school or trust. This register also identifies conditional processing triggered by visitors using public Student Radar tools so that public processing is not confused with school-enabled platform processing.

This register supports transparency. It does not itself approve a transfer or replace the executed Data Processing Agreement, school DPIA or contractual notification and objection terms.

Core service providers

Provider	Purpose	Data and primary position	Current note
Supabase, Inc.	Database hosting, authentication, file storage and provider-managed backups.	Customer Data in the configured eu-west-2 London project.	Primary service region is configured in the UK. Provider support and its own sub-processors remain subject to contractual terms.
Vercel, Inc.	Application hosting, server-side functions, static assets, edge delivery, web analytics and performance telemetry.	Request/response and technical data can be processed transiently by the hosting layer.	No blanket claim is made that every execution path stays in one location. Public Web Analytics and Speed Insights are used without advertising pixels.
Wonde Ltd	MIS integration enabled for participating schools.	Pupil, staff and related school data selected through the school's Wonde connection.	Wonde is the direct MIS integration publicly claimed by Student Radar.
Upstash, Inc.	Shared public-API rate limiting and abuse prevention.	A policy-specific HMAC-SHA256 client token and request count; no raw IP, lead-form field or pupil record is placed in the limiter key.	Configured for a London primary region without global read replicas. Limiter keys expire shortly after the applicable short policy window.



Conditional service providers

Provider	Trigger and purpose	Data processed	Transfer/retention note
OpenAI, L.L.C.	Public Echo and Sensory Profiler requests; separately, a school-enabled AI capability actively invoked by authorised staff.	Public Echo: bounded tapped phrase/button text and generated utterance for speech. Public Sensory generation: anonymous catalogue selections only. Platform data is capability-specific.	Responses calls set store=false. Default abuse-monitoring logs can contain customer content for up to 30 days unless an approved alternative applies. No current blanket ZDR claim is made.
Resend, Inc.	Transactional email where the relevant notification or form workflow is used.	Recipient address, message content and delivery metadata.	International processing can occur under provider safeguards. Unnecessary pupil data must not be placed in email content.
Twilio, Inc.	SMS delivery where a school selects and uses the relevant Connect service.	Recipient number, message content and delivery metadata.	Provider terms and applicable transfer safeguards apply. SMS is a pass-through usage cost.
Functional Software, Inc. (Sentry)	Error and performance monitoring where configured.	Technical diagnostics.	Configuration is intended to minimise personal data; operational review of error payloads remains a control. International processing may occur under provider terms.

OpenAI processing contexts

Context	Activation	Student Radar retention	Required procurement position
Public Echo	A visitor selects Interpret.	Generated text and audio may be held in process memory for up to 10 minutes. There is no database write in this route.	The website Privacy Policy and AI Processing and Transfer Overview describe the current route. Users should not enter direct identifiers.
Public Sensory Profiler	A visitor requests generation using anonymous catalogue selections.	Validated output may be held in process memory for up to 10 minutes. The separate PDF signature also expires after 10 minutes.	Identity, school and pupil-context fields are rejected. PDF rendering requires the unchanged server-generated content and valid signature.
School-enabled platform AI	A school enables the capability and an authorised user actively invokes it.	Capability-specific; not inferred from the public-tool caches.	The current DPA, capability assessment and feature notice must define the data, purpose, retention and safeguards before enablement.

Transfer and review notes

- Supabase is configured with a UK primary service region; contractual support and provider sub-processing still require review.
- Vercel provides a distributed hosting and edge layer; this register does not claim single-region execution for every request.
- Wonde provides the supported MIS connection selected by the school.



- Upstash is configured with a London primary region; its DPA and support-access terms remain applicable.
- Resend, Twilio, Sentry and OpenAI can involve processing outside the UK under the relevant provider terms and transfer safeguards.
- OpenAI store=false is not equivalent to Zero Data Retention.

Change control

Student Radar reviews this register after a material provider, purpose, data-category, region or retention change. Notification and objection rights are governed by the executed agreement with the school or trust.

Sources and contact

- OpenAI API data controls: <https://platform.openai.com/docs/models/default-usage-policies-by-endpoint>
- OpenAI business/API training position: <https://openai.com/policies/how-your-data-is-used-to-improve-model-performance/>
- Upstash DPA: <https://upstash.com/trust/dpa.pdf>
- Student Radar website Privacy Policy: <https://www.studentradar.com/privacy>

Questions or requests for current contractual documents should be sent to dpo@studentradar.com without including pupil records or confidential case information.