

Terms of Service (Schools)

SMID (by Prodeo Ltd)

Last updated: February 2026

1. Parties

These Terms of Service (“Terms”) are entered into between:

Prodeo Ltd

Company number: 06207746

Registered address: 27 Bennetthorpe, Doncaster, South Yorkshire DN2 6AA

(“Prodeo”, “we”, “us”)

and

The School

Name: _____

Address: _____

(“the School”, “you”)

2. Purpose of these Terms

These Terms govern the School’s use of **SMID**, a web-based assessment and tracking platform provided by Prodeo Ltd.

By signing these Terms, the School agrees to use SMID in accordance with this agreement and the documents incorporated into it.

3. The SMID service

SMID is provided to support schools in:

- assessment and tracking of pupil progress
- analysis and reporting of attainment data
- educational planning and intervention

SMID is provided exclusively for use within the UK education context.

4. Term and renewal

4.1 Initial term

The initial term of this agreement shall be either:

- **12 months**, or
- **36 months**,

as agreed between the parties in writing (for example by email or invoice confirmation).

4.2 Renewal

Before the end of the initial term, Prodeo will contact the School to confirm whether the School wishes to renew.

If the School confirms renewal, a further term will be agreed.

There is no automatic renewal without confirmation.

5. Termination

5.1 Termination at end of term

The School may choose not to renew this agreement by notifying Prodeo at any point prior to the end of the current term.

5.2 Early termination

Early termination during a term is not permitted, except where required by law or by mutual written agreement.

5.3 Effect of termination

On termination or non-renewal:

- access to SMID will be removed
 - data will be retained temporarily to allow for export and secure deletion
 - data will be deleted in accordance with the **Data Retention & Deletion Policy**
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6. Fees and payment

6.1 Fees

Fees for SMID are agreed separately between the parties and confirmed by invoice.

Pricing is based on the products or services purchased by the School and is not charged on a per-pupil basis.

6.2 Invoicing and payment

Invoices are issued by Prodeo and payable in accordance with the payment terms stated on the invoice.

7. Support

Prodeo provides support to schools as follows:

- **Email support** during normal business hours (8:00am – 5:00pm), with a response typically within one hour
- **Telephone support** for urgent issues, with a response typically within five minutes
- **Out-of-hours on-call support** for urgent matters only

Support is provided on a reasonable endeavours basis.

8. Acceptable use

The School agrees that it will:

- use SMID only for lawful educational purposes
- ensure only authorised users access the system
- avoid uploading unnecessary or inappropriate personal data

The School must not use SMID in a way that is unlawful, harmful, or interferes with the operation or security of the service.

9. Intellectual property

All intellectual property rights in SMID remain the property of Prodeo Ltd.

The School is granted a non-exclusive, non-transferable right to use SMID for its internal educational purposes during the term of this agreement.

10. Data protection

10.1 Roles

For the purposes of data protection law:

- the School is the **Data Controller**

- Prodeo Ltd is the **Data Processor**

10.2 Incorporated documents

These Terms incorporate the following documents by reference:

- **Privacy Notice**
- **Data Processing Agreement (Schedule 1)**
- **Information Security & Hosting Overview**
- **Data Retention & Deletion Policy**

The **Data Processing Agreement at Schedule 1** forms an integral part of this agreement.

11. Confidentiality

Each party agrees to keep confidential any information received from the other party that is confidential in nature, except where disclosure is required by law.

12. Limitation of liability

Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud, or any liability that cannot be excluded by law.

Subject to this, Prodeo's liability under this agreement shall be limited to the fees paid by the School in the 12 months preceding the event giving rise to the claim.

13. Force majeure

Neither party shall be liable for failure or delay in performance due to events beyond their reasonable control.

14. Governing law

These Terms shall be governed by and construed in accordance with the laws of **England and Wales**.

15. Signatures

These Terms may be signed in counterpart and either physically or electronically.

Signed for and on behalf of the School

Name: _____

Position: _____

Signature: _____

Date: _____

Signed for and on behalf of Prodeo Ltd

Name: _____

Position: _____

Signature: _____

Date: _____

Schedule 1

Data Processing Agreement (UK GDPR)

This Data Processing Agreement (“DPA”) forms **Schedule 1** to the Terms of Service between **Prodeo Ltd** and the **School** for the provision of the SMID platform.

This DPA applies automatically when the Terms of Service are agreed and sets out the terms required by Article 28 of the UK General Data Protection Regulation (“UK GDPR”).

Data Processing Agreement

SMID (by Prodeo Ltd)

Last updated: February 2026

1. Parties

This Data Processing Agreement (“Agreement”) is entered into between:

- **The School** (the “Controller”), and
- **Prodeo Ltd**, a company registered in England and Wales, providing the SMID platform (the “Processor”).

This Agreement forms part of the contract under which Prodeo Ltd provides SMID to the School.

2. Purpose and scope

This Agreement sets out the terms under which Prodeo Ltd processes personal data on behalf of the School in connection with the provision of SMID, in accordance with UK data protection legislation.

Prodeo Ltd shall process personal data only for the purpose of providing, maintaining and supporting SMID and related services.

3. Definitions

For the purposes of this Agreement, the terms “**personal data**”, “**processing**”, “**controller**”, “**processor**”, “**data subject**”, “**special category data**”, and “**personal data breach**” have the meanings given in UK GDPR.

4. Roles of the parties

- The **School** is the **Controller** of personal data processed using SMID.
- **Prodeo Ltd** is the **Processor**, acting solely on the School’s documented instructions.

Prodeo Ltd does not determine the purposes or means of processing personal data within SMID.

5. Details of processing

5.1 Subject matter

Provision of a cloud-based assessment and tracking platform to support educational functions.

5.2 Duration

For the duration of the contract between the School and Prodeo Ltd, plus a short post-termination period to allow for export and secure deletion.

5.3 Nature and purpose

Processing necessary to:

- store, organise and display assessment data
- generate reports and analytics
- support authorised school users

5.4 Types of personal data

May include:

- pupil identifiers and assessment data
- class, cohort and progress information
- staff user account details
- system audit logs

Special category data is **not required** for core functionality and should be minimised by the School.

5.5 Categories of data subjects

- pupils (children under 18)
- school staff and authorised users

6. Processor obligations

Prodeo Ltd shall:

- a. process personal data only on the documented instructions of the School, unless required by law
- b. ensure that persons authorised to process the data are subject to confidentiality obligations
- c. implement appropriate technical and organisational measures to protect personal data
- d. assist the School in complying with its obligations under UK GDPR, including DPIAs and rights requests
- e. notify the School without undue delay after becoming aware of a personal data breach
- f. make available information necessary to demonstrate compliance with this Agreement

7. Security measures

Prodeo Ltd implements appropriate technical and organisational measures, including but not limited to:

- encryption in transit (TLS 1.2 or higher)
- encryption at rest
- role-based access controls
- audit logging
- restricted staff access
- backup and resilience measures

Further detail is provided in the **Information Security & Hosting Overview**, which forms part of this Agreement by reference.

8. Sub-processors

8.1 Appointment

The School authorises Prodeo Ltd to appoint sub-processors to support the delivery of SMID.

8.2 Current sub-processors

These include:

- **Amazon Web Services (AWS)**
- **Heroku** (a Salesforce company)
- **Snowflake** (secure data warehousing and analytics)
- **Wonde** (secure MIS data integration, where authorised by the school)
- **OpenAI** (for optional, user-initiated AI features)

A current list of sub-processors is available on request.

8.3 Safeguards

Prodeo Ltd ensures that sub-processors are subject to written agreements imposing data protection obligations consistent with this Agreement.

9. International transfers

SMID is hosted using UK- and EU-targeted infrastructure as the default.

Where personal data is processed outside the UK or EU by a sub-processor (for example, where AI features are used):

- processing is limited and user-initiated
- appropriate safeguards are in place in accordance with UK GDPR

There are no routine international transfers as part of core SMID hosting.

10. Data subject rights

Taking into account the nature of the processing, Prodeo Ltd shall assist the School, where reasonably possible, to fulfil its obligations to respond to requests from data subjects to exercise their rights under UK GDPR.

Requests should normally be handled by the School as Controller.

11. Data breaches

Prodeo Ltd shall:

- notify the School without undue delay upon becoming aware of a personal data breach
 - provide information reasonably required to support the School's assessment and reporting obligations
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12. Deletion and return of data

Upon termination of the contract:

- the School may export its data
 - Prodeo Ltd shall securely delete personal data from live systems and backups within agreed timeframes (typically within three months), unless retention is required by law
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13. Audits and compliance

Prodeo Ltd shall make available information reasonably required to demonstrate compliance with this Agreement.

Audit requests shall be proportionate and subject to reasonable notice, confidentiality, and security considerations.

14. Confidentiality

Prodeo Ltd shall ensure that all persons authorised to process personal data are bound by appropriate confidentiality obligations.

15. Liability

Liability under this Agreement shall be governed by the limitation of liability provisions set out in the main contract between the parties.

16. Governing law

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