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CONFIDENTIAL -
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Liquidlogic – Terms and Conditions for G-Cloud 15

Author: Liquidlogic Limited
Version: Final
Date: 30/01/2026
Classification: COMMERCIAL IN CONFIDENCE

Confidentiality / Document control

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Product Information: Any descriptions of future functionality reflect current product direction, are for informational purposes only and do not constitute a commitment to provide specific functionality. Timing and availability remain at Liquidlogic's discretion and are subject to change and applicable regulatory approvals.

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1 Acceptable Use Policy

The Buyer must only use the Licensed Software in accordance with the Authorised Purpose and Supplier Licence Terms having regard to any Licensing Restrictions.

The Buyer must comply with the Authority Responsibilities and its other Contractual obligations.

2 Supplier Shared Responsibility Model

2.1 Introduction

The responsibilities of the Buyer set out in this document and any other responsibilities of the Buyer set out in the Call-Off Contract, associated Schedules, Statement of Work and Implementation Plan shall constitute the Buyer Responsibilities and or Authority Responsibilities.

The responsibilities specified shall be provided to the Supplier free of charge, unless otherwise agreed between the parties.

2.2 General Obligations

The Buyer shall:

- a. perform those obligations which are set out in the Call-Off Contract and the Paragraphs of the Schedules;
- b. provide the Supplier with access to appropriate members of the Buyer's staff, as such access is reasonably requested by the Supplier in order for the Supplier to discharge its obligations throughout the Term;
- c. provide sufficient and suitably qualified staff to fulfil the Buyer's roles and duties under the Call-Off Contract and as defined in any agreed Implementation Plan;
- d. provide such documentation, data and/or other information that the Supplier reasonably requests that is necessary to perform its obligations under the terms of the Call-Off Contract provided that such documentation, data and/or information is available to the Buyer and is authorised for release by the Buyer;
- e. procure for the Supplier such agreed access and use of the Buyer's premises, facilities, including remote access to relevant ICT systems as is reasonably required for the Supplier to comply with its obligations under the Call-Off Contract, such access to be provided during the Buyer's normal working hours on each Working Day or otherwise as agreed by the Buyer (such agreement not to be unreasonably withheld or delayed); and
- f. procure End Users of the Licensed Software comply with any end user notices incorporated into the Licensed Software relating to the operation of the same.

3 Supplier Licence Terms

In consideration of payment of the relevant licence fees and subject to the Licensing Restrictions set out in Schedule 5 (Pricing Details) of the Call-Off Contract the Supplier grants the Buyer, its employees and any partner agencies a non-exclusive, non-transferable licence for the Term to use the Software in order to receive the Services defined in the Call Off Contract and for back up, installation and training purposes ("Authorised Purpose").

The Supplier will procure that the licensors of the Third Party Software grant licences to the Buyer on the same terms set out in this Licence. The Buyer shall comply with the terms of such Third Party licences.

The Buyer agrees:-

- a. that all copyright and other intellectual property rights in the Software and the Documentation will at all times, as between the Supplier and the Buyer, remain vested in the Supplier;
- b. to ensure that all persons from time to time having access to the Software (or any part of it) do not copy or duplicate the Software (except insofar as the making of copies is expressly permitted for the Authorised Purpose or is permitted for the purposes of disaster recovery) nor make any disclosure relating to the Software or its performance or functionality to any third party without the Supplier's prior written consent;
- c. to effect and maintain adequate security measures to safeguard the Software from theft or access by any person other than an employee of the Buyer acting in the normal and proper course of his or her employment or a Supplier or agent acting in the normal and proper course of fulfilling their contractual obligations; and
- d. to follow all reasonable instructions given by the Supplier from time to time with regard to the use of the Software.

The Buyer's rights to use the Software and Documentation are subject to the following restrictions which shall apply at all times save to the extent permitted for the Authorised Purpose:

The Buyer must not transfer, assign, sub-license, charge or otherwise dispose of or encumber or grant rights over the Software (and each part of it), nor attempt to do any such thing without the Supplier's prior written consent;

The Buyer must not copy, reproduce or adapt in any way the whole or any part of the Software in machine or eye readable form, except that the Buyer may make and maintain sufficient copies of the Software in machine readable form for use of the Software and the normal back-up, installation and training purposes.

4 Supplier Data Processing Schedule – All Products

4.1 Data Processor Contract Schedule – Children and Children's Finance System (Hosted)

Description	Details
Subject matter of the processing	The installation, hosting and ongoing support and maintenance in respect of a system intended for the: • provision of services in respect of children in need of support and protection. • management of child protection cases. • placing of children with foster carers or establishments on a short-term or long-term basis. • Commissioning, scheduling and payment of services to children and their carers. • Calculation and planning of individual payments to children or their carers who wish to arrange for their own support. • placing of children for adoption. • recruitment and oversight of foster carers and adopters. • other services provided to children and families.
Duration of the processing	• During the Term of the Agreement.
Nature and purposes of the processing	The collection, recording, organisation, structuring, storage, adaption or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data incidental to: • the provision – including installation and testing – of a Children's System, Finance System and associated components. • the provision of a support and maintenance service in respect of the Children's system and Finance System. • the provision of hosting and backup services at secure locations in respect of data collected by the Data Controller in respect of the Children's System and Finance System.
Personal Data	• Basic demographic information such as name, date of birth, address, family & social relationships and professional involvements.
Special Categories of Data	• Ethnicity/Nationality. • Sexual Orientation. • Religious or philosophical beliefs. • State of Health.

Data regarding criminality	• The recording of allegations and Offences. • The disposal of any such allegations and offences including details of court proceedings. • The identification of individuals as a risk to children.
Categories of Data Subject	• Children aged 0-19. • Parents/Guardians, family members. • Non-related persons connected to the data subjects. • Social workers and other professionals involved in the care or supervision of the data subjects.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Included within the Exit Management Plan incorporated in or provided as part of the contractual agreement between the Controller and the Processor.

4.2 Data Processor Contract Schedule – Early Help Module (Hosted)

Description	Details
Subject matter of the processing	The installation, hosting and ongoing support and maintenance in respect of a system intended for the purpose of providing early intervention preventive services to children and families in need of support for various reasons but whose situation doesn't breach social care thresholds, to include: • families suffering emotional stress. • families with financial problems. • families experiencing problems with drugs and alcohol abuse. • families with mental health issues. • criminality.
Duration of the processing	• During the Term of the Agreement.
Nature and purposes of the processing	The collection, recording, organisation, structuring, storage, adaption or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data incidental to: • the installation and testing of the Early Help Module and

	associated components. - the provision of a support and maintenance service in respect of the Early Help Module. - the provision of hosting and backup services at secure locations in respect of data collected by the Data Controller in respect of the Early Help Module.
Personal Data	Basic demographic information such as name, date of birth, address, family & social relationships and professional involvements.
Special Categories of Data	- Ethnicity/Nationality. - Sexual Orientation. - Religious or philosophical beliefs. - State of Health.
Data regarding criminality	- Allegations and Offences. - The disposal of any such allegations and offences including details of court proceedings. - Information about anti-social behaviour and gang activity. - The identification of individuals as a risk to children.
Categories of Data Subject	- Children aged 0-19 (0-25 where Special Educational Needs and Disabilities (SEND) are involved). - Parents/Guardians, family members. - Non-related persons connected to the data subjects. - Social workers and other professionals involved in the care or supervision of the data subjects.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Included within the Exit Management Plan incorporated in or provided as part of the contractual agreement between the Controller and the Processor.

4.3 Data Processor Contract Schedule – Adults System and Adults Finance System (Hosted)

Description	Details
Subject matter of the processing	The installation, hosting and ongoing support and maintenance in respect of a system intended for the purpose of providing support to adults requiring services and their families, to include:

	• assessment of care needs and planning of support. • financial assessments, including means-testing for support payments. • commissioning, scheduling and payment of services to adults. • calculation and planning of individual payments to adults who wish to arrange for their own support. • organisational and individual safeguarding cases. • DOLS (Deprivation of Liberty Safeguarding) cases. • hospital discharges.
Duration of the processing	• During the Term of the Agreement.
Nature and purposes of the processing	The collection, recording, organisation, structuring, storage, adaption or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data incidental to: • the installation and testing of the Adults' System, Finance System and associated components. • the provision of a support and maintenance service in respect of the Adults' System and Finance System. • the provision of hosting and backup services at secure locations of all data collected by the Data Controller in respect of the Adults' System and Finance System.
Personal Data	• Basic demographic information such as name, date of birth, address, family & social relationships.
Special Categories of Data	• Ethnicity/Nationality. • Sexual Orientation. • Religious or philosophical beliefs. • State of Health.
Data regarding criminality	• Allegations and Offences. • The disposal of any such allegations and offences including details of court proceedings.
Categories of Data Subject	• Adults (19+). • Formal and informal carers, family members and other persons with involvements (professional or otherwise) with adults noted above.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under	Included within the Exit Management Plan incorporated in or provided as part of the contractual agreement between the Controller and the Processor.

union or member state law to preserve that type of data	
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4.4 Data Processor Contract Schedule – Education System (Hosted)

Description	Details
Subject matter of the processing	The installation, hosting and ongoing support and maintenance in respect of a system intended for the purpose of providing education management services in support of families and vulnerable children, to include: • school place allocation and pupil enrolment. • pupil attendance management, including suspensions and exclusions. • issuing of prosecutions and penalty notices. • provision of portage and transport services. • provision of free school meals. • management of Alternative Learning Provision. • management of Elective Home Education. • issuing and management of entertainment licences. • recording of child employment.
Duration of the processing	• During the Term of the Agreement.
Nature and purposes of the processing	The collection, recording, organisation, structuring, storage, adaption or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data incidental to: • the installation and testing of the Early Years and Education System and associated components. • the provision of a support and maintenance service in respect of the Early Years and Education System. • the provision of hosting and backup services at secure locations in respect of data collected by the Data Controller in respect of the Early Years and Education System.
Personal Data	• Basic demographic information such as name, date of birth, address, family & social relationships and professional involvements.
Special Categories of Data	• Ethnicity/Nationality. • Sexual Orientation.

	- Religious or philosophical beliefs. - State of Health.
Data regarding criminality	- Prosecutions carried out by the education department. - The disposal of any such allegations and offences including details of court proceedings.
Categories of Data Subject	- Children in education. - Parents/Guardians, family members and other persons with involvements (professional or otherwise) with children noted above.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Included within the Exit Management Plan incorporated in or provided as part of the contractual agreement between the Controller and the Processor.

4.5 Product : MarketPlace (Hosted)

Description	Details
Subject matter of the processing	The installation, hosting and ongoing support and maintenance in respect of a system intended for the purpose of providing support to adults and children requiring services and their families, to include: - Advertisement of social care services and related information, advice and guidance. - Planning of support and care needs. - Brokerage and commissioning of services to adults and children. - Content management including user account management.
Duration of the processing	During the Term of the Agreement.
Nature and purposes of the processing	The collection, recording, organisation, structuring, storage, adaption or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data incidental to: the installation and testing of MarketPlace and associated components.

	- the provision of a support and maintenance service in respect of MarketPlace. - the provision of hosting and backup services at secure locations in respect of data collected by the Data Controller in respect of the MarketPlace and associated components. - taking anonymised copies of data for support, development and debugging purposes. - taking anonymised copies of data for benchmarking and reporting purposes, which in aggregate may be shared with other customers
Personal Data	Basic demographic information such as email, name, date of birth, address, family & social relationships.
Special Categories of Data	- Ethnicity/Nationality. - State of Health. - Sexual Orientation. - Religious or philosophical beliefs.
Data regarding criminality	- The recording of allegations and Offences. - The disposal of any such allegations and offences including details of court proceedings. - The identification of individuals as a risk to children.
Categories of Data Subject	- Adults (19+). - Children aged 0-19. - Formal and informal carers, parents/guardians, family members, non-related persons connected to the data subjects, and other persons with involvements (social workers, professional or otherwise) with adults noted above.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Included within the Exit Management Plan incorporated in or provided as part of the contractual agreement between the Controller and the Processor.

5 Application Support Policy

- Service Levels will be measured separately against each Licensed Software product provided in the Contract that is in live use (e.g. Liquidlogic Adults System, Liquidlogic Children System, Early Help Module, MarketPlace & Finance together with any portals).
- All measurements will be taken monthly in accordance with the Service Period unless otherwise stated.

Ref	Key Performance Indicator (KPI)	KPI description	Measurement / Allocation	Target Performance Level (TPL)	Service Points	Rectification Plan Threshold
1	Help Desk Response	Time to respond to Severity Level 1 incident	The time elapsed between the notification of the incident and the Help Desk Response	Incident responded to within 1 hour	As specified by the Supplier in the Order Form.	As specified by the Supplier in the Order Form.
2	Help Desk Response	Time to respond to Severity Level 2 incident	As per Measurement/Allocation for Severity Level 1 incident in Ref 1 above	Incident responded to within 2 hours during Help Desk Hours.		
3	Help Desk Response	Time to respond to Severity Level 3 incident	As per Measurement/Allocation for Severity Level 1 incident in Ref 1 above	Incident responded to within 1 Working Days		
4	Help Desk Response	Time to respond to Severity Level 4 incident	As per Measurement/Allocation for Severity Level 1 incident in Ref 1 above	Incident responded to within 3 Working Days	Service Incident/s which do not meet TPL are raised at service review meetings	N/A
5	Help Desk Response	Time to respond to Severity Level 5 incident	As per Measurement/Allocation for Severity Level 1	Incident responded to within 6 Working Days	Service Incident/s which do not meet TPL are raised at service review	N/A

Ref	Key Performance Indicator (KPI)	KPI description	Measurement / Allocation	Target Performance Level (TPL)	Service Points	Rectification Plan Threshold
			incident in Ref 1 above		meetings	
6	Help Desk Resolution	Time to resolve Severity Level 1 incident	The time elapsed between the Help Desk Response and the Help Desk Resolution	Incident resolved within 8.5 hours	As specified by the Supplier in the Order Form.	As specified by the Supplier in the Order Form.
7	Help Desk Resolution	Time to resolve Severity Level 2 incident	As per Measurement/Allocation for Severity Level 1 incident in Ref 6 above	Incident resolved within 5 Working Days.		
8	Help Desk Resolution	Time to resolve Severity Level 3 incident	As per Measurement/Allocation for Severity Level 1 incident in Ref 6 above	Incident resolved within 10 Working Days		
9	Help Desk Resolution	Time to resolve Severity Level 4 incident	As per Measurement/Allocation for Severity Level 1 incident in Ref 6 above	Incident resolved within 10 Working Days	Service Incident/s which do not meet TPL are raised at service review meetings	N/A
10	Help Desk Resolution	Time to resolve Severity Level 5 incident	As per Measurement/Allocation for Severity Level 1 incident in Ref 6 above	N/A	Service Incident/s which do not meet TPL are raised at service review meetings	N/A

Ref	Key Performance Indicator (KPI)	KPI description	Measurement / Allocation	Target Performance Level (TPL)	Service Points	Rectification Plan Threshold
11	Availability	Live System (excluding Reporting Warehouse) available to end users	Minutes of uptime achieved in the month divided by total number of minutes in month after Permitted Maintenance and Emergency Maintenance deducted	95% ¹	As specified by the Supplier in the Order Form.	As specified by the Supplier in the Order Form.

¹ Availability KPIs accrue Service Points in circumstances where the Live System ('System' being the whole system, e.g. Liquidlogic Adults System, Liquidlogic Children System, Early Help Module, Finance) is unavailable to all of its users and the TPL is not met.