R**SERVICE LEVEL AGREEMENT**

**FOR**

**THE PROVISION OF A 3-YEAR AGREEMENT FOR i2 LICENCES AND ASSOCIATED SERVICES**

**(BLC Contract No: BLC0182)**

1. **Objective of the Agreement** 
   1. **BlueLight Commerical Limited** (“**The Company**”) has entered into a Contract with **Commerce Decisions Limited**, through its **i2 Group Business Unit** (“**Supplier**”) for the provision of licences and add-ons in Schedule 1 (“**Products**”), to **Intellectual Property Office** (“**The Authority**”). The Contract contains the Suppliers End User License Agreement (“**EULA**”).
   2. This Service Level Agreement (“**The SLA**”) shall commence on 01 April 2025 and shall expire on 31 March 2028 (the “**Term**”). No break clause is applicable. The Authority’s use of the Product is limited to the United Kingdom and the Crown Dependencies.
2. **The Company obligations** 
   1. The Company shall use its reasonable endeavours to enable the use of the Products to the Authority. The Products and any permissible changes during the term are more particularly described in **Schedule 1**. The Company shall be responsible for:
      1. ensuring that the Products requested by the Authority are provided;
      2. providing any other information relating to the performance of its obligations under this SLA that the Authority may reasonably require from time to time;
      3. within 14 days of a written request from the Authority at any time, and from time to time, provide such information as is reasonably requested by the Authority about the Company’s processes and controls to support compliance with this SLA;
      4. maintain on its own account an inventory of the Products at levels which are appropriate and adequate to meet the Authority’s delivery requirements;
      5. keep full and proper books of account and records showing clearly all enquiries, quotations, transactions and proceedings relating to the Product,
   2. The Company where informed by the Supplier is entitled to make changes to the Product and shall give written notice of such changes to the Authority as soon as reasonably practicable.
3. **The Authority Obligations**

The Authority shall:

* 1. ensure all amounts due for use of the Product shall be paid by the Authority to the Company in accordance with Clause 5,
  2. not grant to any third party any distribution rights or rights of use in respect of the Products,
  3. provide such information and support as may be reasonably requested by the Company to enable it properly and efficiently to discharge its duties under the Contract.
  4. abide by the the right to download, install, configure, and access the Software for the normal business purposes of the Authority in accordance with the granted licence without extending, modifying, or exceeding the scope of authorised activities under the EULA.

1. **Liability** 
   1. Except as expressly and specifically provided in this SLA, all warranties, conditions and other terms implied by statute, common law or otherwise are, to the fullest extent permitted by law, excluded from this SLA.
   2. The Company shall not in any circumstances be liable, whether in tort (including for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise.
   3. The Authority shall indemnify the Company in full against all and any liabilities of the Company to the Supplier that may accrue.
2. **Payment Provisions** 
   1. The prices to be paid by the Authority to the Company for the Products are to be shown in Schedule 1 (the “**Charges**”), as amended from time to time in agreement with the Authority.
   2. Any and all costs and charges raised by the Supplier and subsequently incurred by the Company in the performance of its obligations under this SLA shall be paid by the Authority unless the Company has expressly agreed beforehand in writing to pay such costs and charges.
   3. All amounts due under this agreement shall be paid to the Company in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
   4. The Company requires prompt payment of invoices relating to this SLA, on terms of seven (7) days from date of invoice. The Authority agrees and warrants that it will meet these payment obligations. Each payment will require an appropriate purchase order from the Authority prior to the Invoice Date. The Authority will issue the purchase order to the Company within five (5) days of the Company requesting.
3. **Force Majeure**

Neither party shall be in breach of this SLA nor liable for delay in performing, or failure to perform, any of its obligations under this SLA if such delay or failure result from events, circumstances or causes beyond its reasonable control.

1. **Severance**

If any provision or part-provision of this SLA is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this SLA.

1. **Company Bank Details**

Account Name: Bluelight Commercial Limited

Account Number: REDACTED

Sort Code: REDACTED

Bank Address: REDACTED

1. **Execution**

Upon execution of this SLA the Authority agrees to abide by the terms set out and referenced herein and commits to paying the Company the amounts set out in the Payment Provisions promptly upon the dates indicated, and to raising an appropriate Purchase Order to cover all payments in advance of the payment dates indicated.

**Signatures:**

**REDACTED**

**The Authority – Intellectual Property Office**

REDACTED

**Schedule 1**

**Product and pricing**

The Authority will be required to make three annual payments during the agreement lifecycle.

|  |  |  |  |
| --- | --- | --- | --- |
| Payment 1  1st April 2025 | Payment 2  1st April 2026 | Payment 3  1st April 2027 | Total Cost |
| **REDACTED** | **REDACTED** | **REDACTED** | **£30,177.99** |

Amounts are exclusive of VAT.

The amounts due are for the provision of an Installed Base of:

|  |  |
| --- | --- |
| **Bundle** | **Quantity** |
| Standalone | 4 |
| Collaborate | 0 |
| Pro | 0 |

Additional licenses can be purchased during the 3-year term of the Agreement. There are four quarterly purchasing windows per annum. There is a specific rate card ifor the purchase of additional licences or ‘trade ups’ to higher bundles. Please contact [REDACTED](mailto:nationalict@bluelight.police.uk) to obtain a quote for any changes.

**Rate Card**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Bundle** | **Metric** | **1st April 2025** | **1st April 2026** | **1st April 2027** |
| Standalone | Per Licence | REDACTED | REDACTED | REDACTED |
| Collaborate | Per Licence | REDACTED | REDACTED | REDACTED |
| Pro | Per Licence | REDACTED | REDACTED | REDACTED |

Trade Up Options

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Bundle** | **Metric** | **1st April 2025** | **1st April 2026** | **1st April 2027** |
| Standalone to Collaborate | Per Licence | REDACTED | REDACTED | REDACTED |
| Standalone to Pro | Per Licence | REDACTED | REDACTED | REDACTED |
| Collaborate to Pro | Per Licence | REDACTED | REDACTED | REDACTED |

Notes:

* + - 1. Licences are an annual subscription for a concurrent subscription
      2. If purchased mid-term, the price will be pro-rata
      3. At the Supplier’s discretion, they may offer a volume or seasonal discount
      4. Pricing is exclusive of VAT

Details of each bundle can be found in the accompanying document entitled, i2 Bundle Comparison.

Trade Downs

Bundle trade downs are only available in the year April 2025 – March 2026, subject to the following:

* Applies only to members in Collaborate and Pro,
* The Authority must be on software versions which use the Licence Manager to track entitlement usage,
* The Authority must engage with the Supplier’s Account Management Team to address underutilisation and to develop a utilisation plan,
* Any trade-down must be requested at least 3 months prior to 31st March 2026 and completed by year-end. No trade-downs will be permitted after this date.

Service Days

The Authority has been allocated **2** Service Days. These Service Days are valid for one year and refresh on an annual basis.

REDACTED

Lloyd House,

Colmore Circus Queensway,

Birmingham,

B4 6DG

enquiries@bluelight.police.uk