

Objective

This document explains the terms and conditions of Target Helpdesk support renewal and is also subject to our Acceptable Usage Policy (AUP) and Fair Use Policy (FUP).

Renewal

Unless earlier terminated in accordance with AUP or the FUP, the term of this Maintenance Policy shall commence on the Maintenance Policy Effective Date and remain in force and effect as documented. Target Helpdesk Software Ltd (“Target Helpdesk Software”) shall invoice Customer thirty (30) days prior to expiration of the Support Policy and each subsequent renewal term, if any. If Customer pays such invoice within thirty (30) calendar days of receipt thereof, the Maintenance & Support Services shall renew automatically for an additional twelve (12) calendar months.

Expiration & Termination

If Customer elects not to make payment for any Support Renewal Term then: (a) Maintenance & Support Services hereunder (including Target Helpdesk Software’s obligation to provide Subsequent Releases) shall be terminated; (b) Customer shall be deemed to have waived renewal of this Maintenance Policy and the Maintenance & Support Services provided hereunder; and (c) Customer shall forfeit all such renewal rights at our discretion.

Should a customer desire to obtain a renewal after failing to renew their support, this will be at Target Helpdesk Software’s discretion and will incur a reinstatement fees as follows. If the support policy has lapsed for less than 30 days then a minimum £100 reinstatement charge will apply. If the policy has lapsed for 30 days or more, then a reinstatement charge equivalent to the current licence fees will apply. Support may not be requested within 5 working days of renewing a lapsed support policy.

If Target Helpdesk Software decide to terminate the Support Renewal Term then: (a) Maintenance & Support Services hereunder (including Target Helpdesk Software’s obligation to provide Subsequent Releases) shall be terminated; (b) The Maintenance & Support Services provided hereunder are cancelled; and (c) Customer shall forfeit all such renewal rights at our discretion.

Target Helpdesk Software withholds the right to terminate any support term 30 days prior to renewal of which a formal letter confirming this will be made available.

Fees, Payment and Invoicing.

During the Initial Support Term, fees for the performance of Maintenance & Support Services are sixteen percent (16%) (The “**Support Fees**”); thereafter, they are subject to increase once annually during each Renewal Support Term by up to five percent (5%) per year. Support Fees for the Initial Support Term are invoiced on execution of the License Agreement. Maintenance and support renewal fees are due on all licences purchased to date. All Support Fees for Renewal Support Terms shall be invoiced thirty (30) calendar days prior to expiration of the then current term and are payable within thirty (30) calendar days of receipt of invoice.

Target Helpdesk Software reserves the right to modify this Policy at any time. Changes made to the Policy become effective upon posting of the modified Policy. It is the User's responsibility to ensure their awareness of any such changes.