

## SecondRing (WOWProductions) Terms/Termination of Web Hosting Agreement

a. The initial term of this Agreement shall be as set forth in the Order Form (the "Initial Term"). The Initial Term shall begin upon commencement of the Services to Customer. After the Initial Term, this Agreement shall automatically renew. **ADDITIONALLY AFTER THE INITIAL TERM, YOU ACKNOWLEDGE, AGREE AND AUTHORIZE SECONDRING TO AUTOMATICALLY BILL AND/OR CHARGE ON YOUR CREDIT CARD FOR SUCCESSIVE TERMS OF EQUAL LENGTH AS THE INITIAL TERM, UNLESS TERMINATED OR CANCELLED BY EITHER PARTY AS PROVIDED IN THIS SECTION.** The Initial Term and all successive renewal periods shall be referred to, collectively, as the "Term."

b. This Agreement may be terminated

i. by either party by giving the other party thirty (30) days prior written notice (subject to an early cancellation fee payable by Customer as provided below),

ii. by *SECONDRING* in the event of nonpayment by Customer,

iii. by *SECONDRING*, at any time, without notice, if, in *SECONDRING*'s sole and absolute discretion and/or judgment, Customer is in violation of any term or condition of the this Agreement and related agreements, AUP, or Customer's use of the Services disrupts or, in *SECONDRING*'s sole and absolute discretion and/or judgment, could disrupt, *SECONDRING*'s business operations and/or

c. If you cancel this Agreement prior to the end of the Initial Term or any Term thereafter,

i. you shall be obligated to pay all fees and charges accrued prior to the effectiveness of such cancellation,

ii. *SECONDRING* shall refund to you all pre-paid fees for basic hosting services (shared, dedicated and/or managed) for the full months remaining after effectiveness of cancellation (i.e., no partial month fees shall be refunded), less any setup fees and any discount applied for prepayment,

iii. you shall be obligated to pay 100% of all charges for all Services for each month remaining in the Term (other than basic hosting fees as provided in (ii) above) and (iii) you shall pay an early cancellation fee of \$99.00. Any cancellation request shall be effective thirty (30) days after receipt by *SECONDRING*, unless a later date is specified in such request.

d. *SECONDRING* may terminate this Agreement

i. if the Services are prohibited by applicable law, or become impractical or unfeasible for any technical, legal or regulatory reason, by giving Customer as much prior notice as reasonably practicable or

ii. immediately by giving written notice to Customer, if *SECONDRING* determines in good faith that Customer's use of the Customer Web site or the Customer Content violates any term or condition. If *SECONDRING* cancels this Agreement prior to the end of the Term for your breach of this Agreement and related agreements, the Customer's use of the Services disrupts, *SECONDRING* shall not refund to you any fees paid in advance of such cancellation and you shall be obligated to pay all fees and charges accrued prior to the effectiveness of such cancellation; further, you shall be obligated to pay 100% of all charges for all Services for each month remaining in the Term and *SECONDRING* shall have the right to charge you an administrative fee of \$50.00.

e. Upon termination of this Agreement for any cause or reason whatsoever, neither party shall have any further rights or obligations under this Agreement, except as expressly set forth herein. Termination of this Agreement and retention of pre-paid fees and charges shall be in addition to, and not be in lieu of, any other legal or equitable rights or remedies to which *SECONDRING* may be entitled.