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and

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DEFINITIONS

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Phusion Passenger Cloud

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Data

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- 3. Details about credits, time slots, payment and billing can be found on the website www.phusionpassenger.com.
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- 1. Licensor retains the right to change the price for credits at any time.
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- 6. In the event that any of the provisions contained in this Agreement are held to be unenforceable, such provisions will be narrowed (or deleted if necessary) to the minimum extent necessary to make them enforceable.
- 7. No alteration, modification, or amendment of this Agreement shall be effective or enforceable unless it is made in writing and signed by the parties or if the Subscription Term will be extended.
- 8. In the case of any dispute between Licensor and Licensee, Dutch law, in the Dutch language, shall be applicable and the district court of Enschede, The Netherlands, will be the single competent court, unless another court has jurisdiction.

Please direct all inquiries to:

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