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# PHUSION PASSENGER CLOUD LICENSE AGREEMENT (AMAZON EDITION)

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and

**the company**, that obtains, or desires to obtain, a license to use the Licensed Product, **further referred to as: LICENSEE**,

agree to the following conditions:

### **DEFINITIONS**

#### Agreement

This Agreement: the Phusion Passenger Cloud License Agreement (Amazon edition) between Licensor and Licensee.

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### Phusion Passenger Cloud

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- 2. Credits can be purchased on the website www.phusionpassenger.com.
- 3. Details about credits, time slots, payment and billing can be found on the website www.phusionpassenger.com, where applicable on the Amazon edition.
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- 2. Licensor will not provide, install nor configure such third party software, or other software of Licensor, to Licensee. Licensee will have the sole responsibility to obtain valid licenses to such third party software, or other software of Licensor, at Licensee's sole expense.

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- 8. Service and support shall include the following:
  - the diagnosis of errors in the Licensed Product and the rectification of such errors (remotely) by the issue of fixes of the Licensed Product,
  - b. any other support service offered to Licensee by Licensor.
- 9. Service and support shall not include the diagnosis and rectification of any errors resulting from:
  - a. any alteration or modification to the Licensed Product not made by Licensor,
  - b. any incorrect or improper use of the Licensed Product,
  - c. the failure by Licensee to implement recommendations in respect of any solutions to errors previously advised by Licensor,
  - d. the use of the Licensed Product for any purpose for which it was not designed.
- 10. Possible support questions and/or inquiries from Licensee may be stored on third party systems.

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- 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:

Phusion Calslaan 11-106

7522 MH, Enschede, The Netherlands

Tel. : +31 85 002 1566 @ : info@phusion.nl www. : phusionpassenger.com

