

# Passenger Enterprise End User License Agreement

Version 2015-10-20

## Thank you for looking into Passenger Enterprise!

Please read these terms and conditions carefully before using Passenger Enterprise (also known as: the Software). We know this is boring, but this is a legal agreement between you (the natural or legal person acquiring the Software) and Phusion B.V.

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## The parties

This is an agreement between two parties:

1. **Phusion B.V.**

Incorporated and registered in The Netherlands, under Chamber of Commerce number 63501007, having its principal place of business at:  
7512 EB, Enschede at the Mooienhof 10-83, in The Netherlands,  
*further referred to as: Licensor or Phusion.*

2. **You,**

The natural or legal person that obtains, or desires to obtain, a license to use the Licensed Product,  
*further referred to as: Licensee.*

These parties agree to the terms and conditions set forth in this document.

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## Definitions

### Agreement

This Agreement: the Passenger Enterprise End User License Agreement between Licensor and Licensee.

### Licensee's Data

1. Licensee's data is, amongst others, the information handled by Passenger Enterprise, on behalf of Licensee, and stored by Licensee on Licensee's Server(s).
2. Licensee's data can consist of digital information, including but not limited to numbers, text, graphics, photos, audio, video, software, or other information.
3. The Licensed Product shall only transfer data via Internet that was made public by Licensee through its web application or using the settings in the Licensed Product itself.

### Licensor

The licensor is Phusion B.V., the developer of the application generally known as Passenger Enterprise (the "Licensed Product").

### Licensee

Licensee is the natural or legal person that obtains, or desires to obtain, a limited, non-exclusive, non-sublicensable, nontransferable, and non-assignable license to use the Licensed Product for the Subscription Term.

### Licensed Product

The Licensed Product is Passenger Enterprise, the enterprise version of Passenger. This includes the software that is installed, will be installed, and/or is already running on the server(s) of Licensee; as well as any associated media, printed and/or (electronic) documentation. Excluded in the Licensed Product are: any operating system(s) or other necessary software, hosting, any database server(s) and other possible hardware and/or software in order to be able to use Licensee's web application.

### Passenger Enterprise

Passenger Enterprise is an application server for web applications. General product information about Passenger Enterprise, and information about supported software,

programming languages, platforms and/or server systems can be found on the website [www.phusionpassenger.com](http://www.phusionpassenger.com). Optimal performance of Passenger Enterprise is only possible if the necessary environment (including hardware, software, network, operating systems etc.) is installed and functioning properly. Although Passenger Enterprise contains several features to analyze and reduce problems in Licensee's web application, these features have limitations and they are no substitute for a well-coded web application.

## **Server**

1. If Licensee makes use of virtualization, then a Server is a virtual machine.
2. If Licensee makes use of containerization (e.g. Docker), then a Server is a Docker host.
3. If Licensee makes use of Heroku, then a Server is a Heroku dyno.
4. Otherwise, a Server is a physical machine.

## **Production Server**

A Production Server (or Production Machine) is defined as a Server, which is expressly used in a production environment.

## **Registered User**

The Registered User is the Licensee who:

1. has officially registered and paid Licensor for a User Subscription, or,
2. obtained a User Subscription on the basis of a tailor made agreement with Licensor, or,
3. obtained a free User Subscription.

## **Subscription Term**

The Subscription Term is a minimum period of one month, unless otherwise agreed in writing. Licensor retains the right to issue subscriptions with a term of more than one month. During the Subscription Term the Registered User can use the Licensed Product after payment of the Subscription Fee. A monthly Subscription Term recurs on the same day of the month, resulting in 12 payments per year. Over many occurrences the day of the month will be no more than the 28<sup>th</sup>.

## Subscription Fee

In all cases, Licensee shall at least prepay the subscription fee of the agreed Subscription Term. Subscription fees are nonrefundable.

## Subscription Plan

The Licensed Product is made available through a Subscription Plan. Further details concerning subscription plans are made available on the website

[www.phusionpassenger.com](http://www.phusionpassenger.com).

## User Subscription

A User Subscription is the right to use the Licensed Product, on the basis of a Subscription Plan, during the Subscription Term. A User Subscription will be issued by Licensor to Licensee, and can be obtained under one of the following conditions:

1. After full registration and payment,
2. Licensor grants a (free or tailor-made) User Subscription, at Licensor's sole discretion.

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# License

## Grant of license

1. Licensor does not sell the Licensed Product to Licensee. Licensor grants to Licensee, and Licensee accepts from Licensor, in exchange of a Subscription Fee, a limited, nonexclusive, non-transferable, non-sublicensable and non-assignable license to use the Licensed Product, during the Subscription Term, solely for the Licensee's internal business operations.
2. With a valid license only, licensee can access the website [www.phusionpassenger.com](http://www.phusionpassenger.com), in order to download updates. After expiration of the License(s), Licensee will still be able to use the Licensed Product, but without any rights to updates, upgrades, service and/or support.
3. All rights not expressly granted to Licensee are reserved to Licensor.

## Installation and use

1. The maximum number of host machines on which Licensee may install the Licensed Product, as well as other kinds of terms and conditions, depends on the

type of User Subscription that Licensee has obtained. For an overview of terms and conditions associated with each Subscription Plan, see section "Subscriptions".

2. Licensee may at any time move the Licensed Product from one Server to another, however the number of concurrent installations of the Licensed Product shall never exceed the number of Servers for which the applicable License Fee has been paid.
3. After expiration of the License(s), Licensee will lose access rights to the Licensed Product's download page.
4. If Licensee holds more than one (1) User Subscription, of which at least one (1) is expired and at least one is still valid, the updates, upgrades and/or support are only valid, and may only be installed, on the Server for which Licensee holds a valid User Subscription.

## Registration

1. Legitimate use of the Licensed Product is made solely available for Registered Users.
2. After registration the Registered User will receive a license key in order to use the license. Licensee shall install the provided license key on every Server on which Licensee wishes to use the Licensed Product.
3. The Licensed Product will not operate without a valid license key.
4. The provided license key contains a code that can be connected to information about the Licensee who purchased a valid License.
5. Licensee shall use the Licensed Product only for the duration of the Subscription Term.

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## Data

### Data

1. The Licensed Product is able to produce usage data, which can be used for administrative and analytical purposes. Usage data produced for analytical purposes can be consumed by services such as Union Station.
2. The usage information can currently contain, amongst others,
  - server memory usage,
  - memory usage of various processes,
  - the time (that would be necessary) to process a browser request,
  - the URL of the request (this may be a secret URL that may contain sensitive information, such as Licensee's password via a GET request. Licensor cannot determine this),

- database queries, and execution time,
  - application specific errors. These errors possibly contain user-generated messages (to facilitate debugging of the application).
- 3. The Licensed Product does not send any usage data to Licensor, or any third party, unless the user has instructed the software to do so (e.g. by turning on relevant Union Station-related configuration options).

## **Cookies**

Licensor or any third party affiliated with Licensor or contracted by Licensor may use cookies on their website(s). Cookies are small text files to improve the overall performance of the website(s). The cookies are used only to identify the customer, not to identify any specific customer traits. These cookies do not store sensitive data. Cookies are used on e.g. the download page for storing the authentication session.

## **Personal information**

1. Licensor, or any third party contracted by or affiliated with Licensor, may share Licensee's personal information with partners or suppliers in order to fulfill the service or product Licensee has ordered. The information may include Licensee's (company) name, (company) address, e-mail address, credit card information, VAT-number, country, or the companies used to process credit card or other payment types.
2. This data is used only for the purpose of fulfilling orders or communicating with customers, partners, or suppliers regarding orders.
3. The aforementioned information can be stored on the system(s) of Licensor, or through, or on the system(s) of a third party (payment gateway).
4. The license key that Licensor provides to Licensee may contain a limited amount of personally identifiable information about Licensee or any natural person(s) representing Licensee (e.g. name, company name, and the expiration date of the Subscription Term).
5. Personally identifiable information will only be disclosed if required by law, regulation, or other government authority, to prevent harm to yourself or others, or to protect against fraud.
6. Personally identifiable information may be transferred to a successor entity upon a merger, consolidation, or other corporate reorganization in which Licensor, or any third party contracted by or affiliated with Licensor, participates or to a purchaser of all or substantially all of Licensor's assets. Such successor entity shall be bound by the terms and conditions of this Agreement.

## **Licensee's data**

1. Licensee retains at all times ownership of Licensee's data.
  2. Licensee is solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness, and copyright of all Licensee's data.
  3. Licensee is responsible for maintaining an archive or back-up copy of all of Licensee's data.
  4. Licensee is responsible for making backup copies of the Passenger Enterprise files and application.
  5. Licenser is not liable for any loss of Licensee's data or any other data, in any case.
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### **Ownership and intellectual property**

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## **Confidential Information**

1. Licensee acknowledges that the Licensed Product, (including e.g., source code, processing methods, design, benchmark results or other performance related measurements), constitute valuable trade secrets of Licensor.
2. Licensee will hold all confidential information in strict confidence and will not disclose the information, except if the information is in the public domain, or if disclosure is mandatory by law or a tribunal.

## **Updates and upgrades**

Licensor will provide, upgrades, updates, modifications, and enhancements at no additional cost, at the sole discretion of Licensor. These will be made available through the website [www.phusionpassenger.com](http://www.phusionpassenger.com).

## **Third party software**

1. Licensee acknowledges that operation of the Licensed Product might require use of certain third party software (e.g. server software, applications, operating systems).
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.

## **General limitations**

The Licensed Product is not intended for use in the operation of nuclear facilities, aircraft navigation or communication systems, espionage operations, air traffic control systems, life support machines or other equipment in which the failure of the Licensed Product could lead to death, personal injury, or severe physical or environmental damage.

## **Additional restrictions**

1. Use of the Licensed Product with other software than the supported software is strongly discouraged. Licensor is not liable in case of damage using unsupported software.
2. Licensee may not copy, modify, merge, sublicense, and create derivative works of, the Licensed Product, in whole or in part.
3. Licensee will not attempt, or allow others under its control to attempt, to obtain or derive information from or about the Licensed Product through disassembly, decompiling, reverse engineering or any other means.



## Subscriptions

### Startup Subscription

1. Licensors offers the possibility of a Startup Subscription under the following conditions.
2. The Startup Subscription is an additional clause to the Passenger Enterprise License, applicable only if Licensee chooses a Startup Subscription.
3. For the Startup Subscription, the Licensed Product may only be installed and used on a maximum of one (1) of Licensee's Servers, per User Subscription, simultaneously.
4. The Startup Subscription is available for startups, students, educational institutions, and other non-profit institutions only.
  - A Startup is a commercial entity that is no older than three (3) years and has no more than five (5) people.
  - An Educational Institution is a (pre)school, college or university, which main aim is to educate students in order for them to receive an official, government controlled, certification, deed, or diploma.
  - A Student is the individual who is officially registered at an educational institution (see definition above). In order to receive the discount, the student may have to provide a copy of their registration or student card of the educational institution. Licensors may ask Student to renew the copy of the registration of the educational institution for every Subscription Term.
  - A Non Profit Institution is an organization, which is officially labeled as a non-profit organization, and is not conducted or maintained for the purpose of making a profit. Its owners, shareholders, or trustees do not benefit financially.
5. The Startup Subscription will be offered at a discount specified by Licensors, through the website [www.phusionpassenger.com](http://www.phusionpassenger.com).
6. Licensors grants the Startup Subscription, at Licensors's sole discretion.
7. If Licensee does not qualify as a Startup, Student, an Educational Institution, or a Non Profit Institution (anymore), according to the definition in this clause, Licensors is entitled to withdraw the Startup Subscription, or offer Licensee the possibility to change to a Pro Subscription.
8. Termination of a Startup Subscription implies complete removal of the software, without the possibility of a refund.
9. Licensee is entitled to support for a maximum of one (1) incident per year.

## **Pro-Subscription**

1. Licensors offers the possibility of a Pro-Subscription under the following conditions.
2. The Pro-Subscription is an additional clause to the Passenger Enterprise License, applicable only if Licensee chooses a Pro-Subscription.
3. The Licensed Product may only be installed and used on a maximum of one (1) of Licensee's Servers, per User Subscription, simultaneously.
4. Licensee is entitled to support for a maximum of one (1) incident per month.
5. In case the Subscription Term is at least 1 year, the Subscription Fee shall be paid in advance, pro rata per month. Non-payment or early termination of the subscription shall not cease Licensee's payment obligation. Licensee shall make all necessary efforts to ensure successful payment when necessary, e.g. updating credit card details or other fundamental payment information.

## **Non-Production Subscription**

1. Licensors offers the possibility of a Non-Production Subscription under the following conditions.
2. The Non-Production Subscription is an additional clause to the Passenger Enterprise License.
3. Licensee is entitled, to purchase a separate Non-Production Subscription, or a Non-Production Subscription in addition to a Startup- or Pro- Subscription Plan.
4. For a Non-Production Subscription, the Licensed Product may only be installed and used on a maximum of one (1) of Licensee's non-production servers, per User Subscription. A non-production Server is defined as a host machine, which is expressly not used in a production environment, e.g. a developer machine, a staging machine or testing machine.

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## **Prices and payment**

### **Subscription Fee and Payment**

1. Subscription Fees are non-refundable in any case.
2. Subscription Fees shall be prepaid before the beginning of each Subscription Term, unless specified otherwise.
3. In case of non-payment of the Subscription Fee, the User Subscription will terminate automatically. Licensee's license to use the software will immediately expire.
4. Licensee has the possibility to pay the Subscription Fee:

- through a third party payment gateway (e.g. FastSpring), by making use of a credit card. After expiration of the Subscription Term, the third party payment gateway will automatically charge the prepaid Subscription Fee for the upcoming Subscription Term from Licensee's account.
  - using another payment method, other than through a third party payment gateway or payment by credit card.
- 5. After payment of the Subscription Fee, Licensee receives a message that the Subscription Fee has been debited from their account.

## Prices

1. Licensors retain the right to change the amount of the Subscription Fee for any Subscription Plan at any time.
2. The new price(s) for a Subscription Plan will come into effect after expiration of the Subscription Term of a specific User Subscription.
3. Licensors are allowed to automatically increase the Subscription Fee up to 10% per year, if Licensors can provide credible reasoning that the price defining factors have increased between billing terms. Price defining factors could be:
  - a. inflation,
  - b. the exchange rate risk and currency fluctuations, or,
  - c. the hiring of additional employees necessary for maintaining the Licensed Product.
4. Licensee will be notified of any Subscription Fee increases at least one month in advance.
5. In case of price increments, licensees can choose not to extend the User Subscription past the current Subscription Term.

## VAT

1. Licensee may be charged VAT (value added tax) according to the Dutch VAT laws.
  2. The third party payment gateway (e.g. FastSpring) may collect VAT on behalf of Licensors. If the third party payment gateway does not collect VAT on behalf of Licensors, then Licensors will collect VAT from Licensee if so required by Dutch VAT laws.
  3. During the sign up procedure, and before payment, Licensee will be informed if VAT will be charged.
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## Terms, termination and refunds

### Term

1. Subscriptions will be automatically extended with the Subscription Term, unless Licensee terminates the subscription.
2. Extension of the subscription includes Licensors right to issue a new version of this Agreement.

### Termination

1. Licensee may terminate a User Subscription at any time without any cancellation costs.
2. Any remaining and unpaid Subscription Fees, and other amounts that accrued prior to the effective date of termination, shall be paid before termination takes effect.
3. Termination of this Agreement shall rescind the license granted and revoke all rights granted to or accrued by Licensee to use the Licensed Product.
4. Licensors may terminate this Agreement, if Licensee fails to perform any of its obligations, or otherwise breaches this Agreement, and fails to cure the failure or breach within fifteen (15) days after written notice.
5. Termination of a Subscription implies complete removal of the software, without the possibility of a refund.
6. Termination of this Agreement will not limit either party from any remedies or rights.
7. The following provisions of this Agreement will survive any termination of this Agreement: Confidentiality, Indemnity, Liability, Subscription Fee, Prices and Payment, and Warranty.

### Refunds

1. Licensors maintains a no refund policy.
2. Licensee will not be relieved of its payment obligation in case Licensees credit card payment is cancelled using a chargeback. If Licensee uses a chargeback, the License will automatically expire, and Licensee is obliged to fully remove the Licensed Product from Licensees servers.
3. Before subscribing to any Subscription Plan, always make sure that the software performs according to the needed tasks. For possible evaluation versions or beta versions of the software, or for demos and videos for reference, please check our website [www.phusionpassenger.com](http://www.phusionpassenger.com).

## **Warranty, Indemnity and Liability**

### **Warranty**

1. Licensor represents and warrants that it holds, or holds on behalf of the legal proprietor, all and any rights concerning the Licensed Product and has the authority to grant the User Subscription. To the best of Licensor's knowledge, use of the Licensed Product, within the scope of such license, does not infringe upon the intellectual property rights of any third party and it did not receive any alleged infringement thereof.
2. Licensor warrants that the Licensed Product shall perform substantially in accordance with any representations made by Licensor. The entire and exclusive remedy for breach of this Limited Warranty shall be, at Licensor's option, either
  - the return of the paid Subscription Fee(s) of the last Subscription Term, or
  - to repair, upgrade, or otherwise enhance the performance of the Licensed Product to address the failure of performance.
3. Except as stated above, the Licensed Product and its related material are provided "AS IS" and are without warranty of any kind. Licensor therefore expressly disclaims all warranties, whether express, implied or statutory, including but not limited to, warranties of merchantability and fitness for a particular purpose, design, condition, capacity, performance, title and non-infringement of third party rights.
4. The aforesaid warranties and disclaimer shall survive acceptance and payment.

### **Indemnity**

Licensee will indemnify and hold Licensor, its affiliates, directors, officers and employees, harmless from and against all damages, liabilities, costs and expenses (including reasonable fees of counsel and other professionals), arising from or out of Licensee's operation, third party agreements, conduct, and responsibility for its use of the Licensed Product.

### **Liability**

1. In no event will Licensor be liable to Licensee for loss of profits, loss of revenues, loss of savings, loss of use, loss or corruption of data or any indirect, incidental, special, exemplary, punitive or consequential damages, whether under tort, contract or other theories of recovery, even if Licensor had been advised of the possibility of such damages.
2. Licensee exclusively bears full and complete liability and responsibility for the selection of the product to achieve Licensee's intended purposes, for the proper installation, use, or reliance, or for verifying the results obtained from use, of the

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3. In no event will Licensor's total liability under this Agreement or as a result of the license and use of the Licensed Product exceed the aggregate amount of the fees actually paid under this Agreement by Licensee to Licensor, taken ratably for licenses in use by Licensee in the Subscription Term preceding a claim.
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  5. Licensor is not liable in case it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes, failure of any computer, or utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that Licensee is notified of such an event and its expected duration.
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## **Service and support**

1. Service and support will be provided on the basis of a valid User Subscription only.
2. Service and support of the latest version of the Licensed Product is included within the Subscription Fee, at no additional cost for Licensee. Versions older than the most recent version of the Licensed Product will be supported for a maximum of two (2) years after the date of release.
3. Service and support is limited to the Licensed Product only. Licensor does not provide any form of support or service concerning Licensee's software and/or hardware configuration, like e.g. its network, operating system, third party software, applets, scripts, or other code.
4. Licensee is entitled to support from Licensor. The support level depends on the User Subscription.
5. Licensor retains the right to provide more support than the standard support, as described in the section 'Subscriptions', but Licensor can never be obliged to provide this extra support.
6. Licensee with a Non-Production Subscription is not entitled to any support, but remains entitled to full support for its Startup- or Pro- Subscription Plan. The support, which is available for the Startup- or Pro- Subscription Plan, cannot be used for the Non-Production Subscription.

7. Licensors retain the right to provide any, or no support, on Non-Production Subscriptions, at its sole discretion.
8. Licensee may purchase priority support services separately at the Licensors' then current rates. For further details please contact Licensors.
9. The Licensed Product will be hosted on Servers maintained and secured by Licensee, or contracted for by Licensee.
10. Licensors reserve the right, to only provide service and support to the Licensed Product on the basis of certain versions of any supportive software (web servers, plugins etc.).
11. Licensee can make use of online technical support, made available via [www.phusionpassenger.com](http://www.phusionpassenger.com).
12. 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,
  - any other support service offered to Licensee by Licensors.
13. Service and support shall not include the diagnosis and rectification of any errors resulting from:
  - any alteration or modification to the Licensed Product not made by Licensors,
  - any incorrect or improper use of the Licensed Product,
  - the failure by Licensee to implement recommendations in respect of any solutions to errors previously advised by Licensors,
  - the use of the Licensed Product for any purpose for which it was not designed.
14. Possible support questions and/or inquiries from Licensee may be stored on third party systems.

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## Miscellaneous

1. Licensee will comply with all applicable laws and regulations in its use of the Licensed Product.
2. Any rights granted under this Agreement are immediately revoked if Licensee:
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  - fails to inform Licensors about an important alteration in Licensee's business structure, e.g. losing the qualification "start up company",
  - provides Licensors with falsified or fraudulent information during, as a part of, or in an update to, the registration process, or for lack of compliance with any provision of this Agreement.

3. Licensee is responsible for paying all sales, use, excise valuated, value added tax, or other taxes or governmental charges in addition to distribution, insurance and installation charges or other duties, unless expressly agreed otherwise in writing.
4. If a court of competent jurisdiction declares any term or provision of this Agreement invalid or unenforceable, the remaining provisions shall remain in full force and effect.
5. 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.
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7. Licensee acknowledges to be bound by all of the provisions of this Agreement.
8. In the case of any dispute between Licenser and Licensee, Dutch law, in the Dutch language, shall be applicable and the district court of Almelo, The Netherlands, will be the single competent court, unless another court has jurisdiction.



## More information

To learn more about Passenger Enterprise, please visit the website:

<https://www.phusionpassenger.com/>

## Contact us

*Phusion B.V.*

Business inquiries: [info@phusion.nl](mailto:info@phusion.nl)  
Sales: [sales@phusion.nl](mailto:sales@phusion.nl)  
Support: [support@phusion.nl](mailto:support@phusion.nl)  
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## General information

European Union VAT number: NL855263180B01

Dutch Chamber of Commerce number: 63501007



# PHUSION®