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PHUSION PASSENGER ENTERPRISE LICENSE AGREEMENT

THE PARTIES

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Incorporated and registered in The Netherlands, under Chamber of Commerce number 08173483, having its principle place of business at:

7522 MH, Enschede at the Calslaan 11-106, in The Netherlands,

further referred to as: LICENSOR,

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 Enterprise License Agreement between Licensor and Licensee.

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Phusion Passenger Enterprise

Phusion Passenger Enterprise is an application server for Ruby web applications. General product information about Phusion Passenger Enterprise, and information about supported software, programming languages, platforms and/or server systems can be found on the website www.phusionpassenger.com. Optimal performance of Phusion Passenger Enterprise is only possible if the necessary environment (including hardware, software, network, operating systems etc.) is installed and functioning properly. Although, Phusion 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.

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- 2. obtained a User Subscription on the basis of a tailor made agreement with Licensor, or,
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- 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

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- 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.

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- 4. The provided license key contains a code that can be connected to information about the Licensee who purchased a valid License.
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DATA

Data

1. The Licensed Product is able to optionally produce usage data, which is intended for analytical purposes, like e.g. the application Union Station.

2.	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 Phusion, 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).

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Service and support

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- 6. 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.
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Please direct all inquiries to:

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