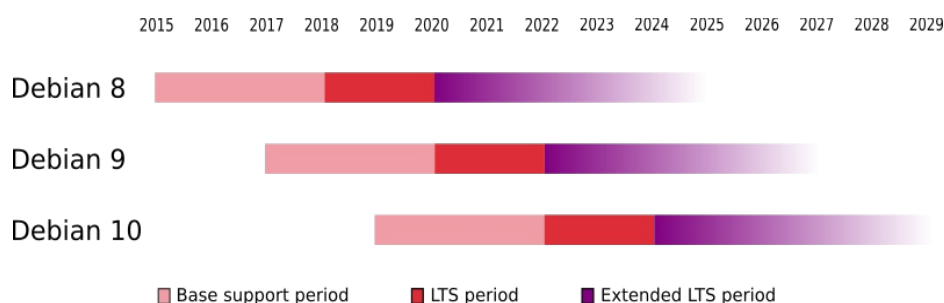




Traditionally, Debian manages security support of a given stable release for 5 years by combining 3 years of work from the regular security team and 2 years work from the Debian LTS team.



After these 5 initial years of support, Freexian provides a specific service called “Extended Long Term Support” (ELTS). It can provide security updates for up to 5 additional years.

This service is an extension of the regular [Debian LTS support](#) already managed by Debian contributors funded by Freexian with the money collected among many sponsors.

To make Extended LTS possible and sustainable, there are supplementary restrictions compared to regular LTS:

- we support only the packages used by the customers
- we provide updates for a limited set of architectures (at least amd64, others can be added on request)
- we support the Linux kernel only with a backport of a newer kernel version

Customers are invoiced semi-annually for the amount needed to support their packages.

The customers need to provide a list of packages they want to get support for. The price of the service depends on the package list, and the price increases each half-year. It is a small increase in the first 2.5 years and a bigger increase afterwards.

More information can be found on the website: <https://deb.freexian.com/extended-lts>

To subscribe to the Extended Long Term Support, please fill the forms on the following pages, get this document signed by a representative of the company and then send it back to sales@freexian.com together with the list of packages that you want to see supported (see [instructions to prepare the package lists](#)). From there we will get back to you with a quote for the next half-year (and the following periods until the end of the support).

The contract can be interrupted and adjusted upon renewal, every 6 months. If you have further questions, please send them to sales@freexian.com.

Debian Extended Long Term Support Contract by Freexian / Subscription form



Company information

Company name: Website URL:
EU VAT Number: (if applicable)
Address:
Postal Code: City:
State: Country:

Representative (authorizes and signs this contract)

Name: Title:

Technical contact (gets technical requests/updates)

Name:
Email:
Phone:

Administrative contact (confirms renewals, requests Purchase Orders)

Name:
Email:
Phone:

Invoicing contact (gets invoices)

Name:
Email:

Invoice's currency

Euros (€) USD (\$) (please note that it is usually more cost effective to pay in Euros)

Debian 8 support

Check this if you want Extended support for Debian 8 and fill the information about architectures and duration

Architectures for Debian 8 amd64 i386 armel armhf arm64

We expect to need support for Debian 8 until: (This is non-binding and helps us to plan the renewals, you can shorten/extend at will)

Debian 9 support

Check this if you want Extended support for Debian 9 and fill the information about architectures and duration

Architectures for Debian 9 amd64 i386 armel armhf arm64

We expect to need support for Debian 9 until: (This is non-binding and helps us to plan the renewals, you can shorten/extend at will)

Please read the terms of service on the following pages and sign the contract on page 6. Then return the whole document to sales@freexian.com or FREEXIAN SARL, 7 B RUE DE LA MONTAT, 42290 SORBIERS, FRANCE.

Additional data to send by email to sales@freexian.com: the list of packages that you use for each release you choose (see <https://deb.freexian.com/extended-lts/docs/how-to-build-a-package-list/>).

Detailed Terms of Debian’s Extended Long Term Support Contract

The terms below are the authoritative terms (page 1 is a simplified non-authoritative summary). They apply to the following entities:

- the Customer as identified by the information in page 2 (“Company information” and “Representative”)
- the Service Provider, FREEXIAN SARL, a company incorporated under the Law of France:

Representative:	Raphaël HERTZOG
Title:	Director
Address:	7B rue de la Montat, 42290 SORBIERS, FRANCE
Phone:	+33(0)688213547
Other information	VAT N° FR07481385649 / SIREN 481 385 649 / RCS Saint-Étienne

ARTICLE 1 – DEFINITION OF THE SERVICE PROVIDED

Debian releases are supported by the Debian project for 5 years after their publication. Freexian’s Extended Long Term Support (ELTS) enables the Customer to benefit from 5 additional years of security support on a subset of packages of Debian release(s) of their choice.

The Customer provides, for each Debian release that they are using, the list of source packages that they are using and that they would like to see supported by FREEXIAN SARL. In return, FREEXIAN SARL provides for each requested Debian release :

- the price of the service for the next half-year, as well as expected prices for future periods ;
- the list of source packages that FREEXIAN SARL will not support but that were mentioned in the Customer’s package list.

The price of the ELTS service is based on the package list provided by the Customer, and based on the estimated work-load generated for the selected packages. The price increases each semester : it compensates the loss of customers which stopped using the given Debian release and the increased complexity of maintaining very old software.

FREEXIAN SARL will monitor the publication of security issues in the CVE database. FREEXIAN SARL does not guarantee that all security issues will be fixed. Each issue will be reviewed and triaged, some may be classified as not worthy of being fixed. Some might not be fixable at all, in which cases the security announce will try to provide mitigation techniques.

The Customer agrees that FREEXIAN SARL might work with sub-contractors to prepare the security updates. Those security updates will be made available to the Customer through the repositories on infrastructure managed by FREEXIAN SARL.

FREEXIAN SARL does not guarantee any timeline for the publication of a security fix. There are too many factors that can delay the release of a security fix (availability of the vulnerability details, availability of an upstream patch, requirement to backport said patch, etc.).

The Customer recognizes that this contract is a best-effort contract. FREEXIAN SARL will do their best to serve the ELTS customers by providing timely security updates for the packages that they are using.

The Customer acknowledges that the list of packages covered by security support evolves over time. If FREEXIAN SARL stops supporting a package that was requested by the Customer, this information will be communicated either through a proper security announce or with a direct email to the Customer’s technical contacts.

The customer acknowledges that the packages maintained by Freexian are the packages which were in the Debian Release. Backports (with the exceptions of those documented on Freexian’s ELTS website) or external packages not included in the Debian release are not supported and not updated.

ARTICLE 2 – CUSTOMER RIGHTS

1. The Customer can update their list of packages at any time by sending an updated list to sales@freexian.com. The updated list(s) will enter into effect for the next half-year and will impact the price of future support periods.

- The Customer can contact FREEXIAN SARL to enquire about the status of any security issue by sending a mail to support@freexian.com. FREEXIAN SARL will do their best to respond to the Customer's queries and accommodate the Customer's requests.

ARTICLE 3 – PAYMENT

The Customer is expected to pay FREEXIAN SARL's invoices upon receipt or at the latest 30 days after the invoice date by one of the supported payment methods (wire transfers are recommended, other options are available on request). For wire transfer, the Customer must send the money to the following bank account:

Beneficiary Name: Beneficiary Address:	Freexian SARL 7 B Rue de la Montat 42290 Sorbiers France
Beneficiary Account N°:	IBAN: FR76 1027 8030 5400 0200 4954 537
Bank's name: Bank's Address:	Crédit Mutuel Héringue et environs 4 rue de Folgensbourg 68220 Héringue France
Bank Identifier Code:	BIC: CMCIFR2A

ARTICLE 4 – SUPPORT PERIOD

The support period is fixed to a half-year. The invoice is usually emitted in the two months before the start of the support period. The service only starts after payment of the invoice.

The half-years are fixed: first half-year is January-June, second half-year is July-December. Renewal decisions are made in May and November. For uninterrupted service, payments must thus happen before end of June and before end of December, respectively.

ARTICLE 5 – RENEWAL AND CANCELLATION

Two months before each new support period, FREEXIAN SARL initiates a renewal process and shares the price of the active ELTS subscriptions for the next half-year. The Customer can choose :

- to stop all the ELTS subscriptions entirely;
- to stop some of the ELTS subscriptions, and renew the remaining ones, with or without changes to their package list;
- to renew all the ELTS subscriptions for all Debian releases, with or without changes to their package list;

The Customer can cancel the support contract at any time by sending an email to sales@freexian.com. Once canceled, no new invoices will be emitted, any pending invoice will be reversed. However no money will be given back after payment even if the support period is not over yet.

ARTICLE 6 – CONFIDENTIALITY

In connection with this Contract, FREEXIAN SARL may receive Confidential Information from Customer. Confidential Information shall not include information that is: (a) is or becomes publicly available (other than by disclosure by FREEXIAN SARL in violation of this Contract); (b) independently developed by FREEXIAN SARL without use of Customers's Confidential Information; or (c) rightfully obtained by FREEXIAN SARL from third parties without an obligation of confidentiality.

Except as allowed in this Section, FREEXIAN SARL shall hold Customers's Confidential Information in strict confidence and shall not disclose any such Confidential Information to any third party, other than to its Representatives, its Affiliates and their Representatives, its sub-contractors subject to the other terms of this Contract, and in each case who need to know such information and who are bound by restrictions regarding disclosure and use of such information comparable to and no less restrictive than those set forth herein.

FREEXIAN SARL shall not use Customer's Confidential Information for any purpose other than as set forth in this Contract. FREEXIAN SARL shall take the same degree of care that it uses to protect its own confidential information of a similar nature and importance (but in no event less than reasonable care) to protect the confidentiality and avoid the unauthorized use, disclosure, publication, or dissemination of the Customer's Confidential Information.

FREEXIAN SARL may disclose Customer's Confidential Information: (a) to the extent required by applicable law or regulation; (b) pursuant to a subpoena or order of a court or regulatory, self-regulatory, or legislative body of competent jurisdiction; (c) in connection with any regulatory report, audit, or inquiry; or (d) where requested by a regulator with jurisdiction over FREEXIAN SARL. In the event of such a requirement or request, FREEXIAN SARL shall give Customer prompt written notice of such requirement. Upon Customer's written request, FREEXIAN SARL shall use commercially reasonable efforts to destroy the Confidential Information and any copies or extracts thereof.

However, FREEXIAN SARL, its Affiliates and their Representatives may retain any Confidential Information that they are required to keep by applicable law, professional standards, a court, or regulatory agency. Upon Customer's request, FREEXIAN SARL will provide Customer with written confirmation of destruction in compliance with this provision.

Each party acknowledges that a breach of this Section 6 may cause the other party irreparable injury and damage. Therefore, each party agrees that those breaches may be stopped through injunctive proceedings in addition to any other rights and remedies which may be available to the injured party at law or in equity without the posting of a bond.

ARTICLE 7 – PUBLICITY

Neither party shall publicize or disclose the existence or terms of this Contract to any third party without the prior written consent of the other, except as may be required by law.

ARTICLE 8 – WARRANTIES AND DISCLAIMER

FREEXIAN SARL warrants that it applies targeted measures to protect services or software against any disabling device, viruses, trojan horses, trap doors, back doors, easter egg, time bombs, cancelbots or other computer programming routines that damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information.

FREEXIAN SARL warrants to Customer that it has full right and power to enter into and perform this Contract without the consent of any third party, and its performance under this Contract will not conflict with any other obligation FREEXIAN SARL may have to any other party.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FREEXIAN SARL PROVIDES THE VENDOR SOFTWARE AND SERVICES "AS IS," MAKES NO WARRANTY OF ANY KIND EXPRESS OR IMPLIED WITH REGARD TO THE FREEXIAN SARL SOFTWARE OR SERVICES, AND DISCLAIMS ALL OTHER WARRANTIES.

ARTICLE 9 – GENERAL

Neither party may assign this Contract without the prior written consent of the other party, except to an affiliate in connection with a corporate reorganization or in connection with a merger, acquisition, or sale of all or substantially all of its business and/or assets. Any assignment in violation of this Section shall be void. Subject to the foregoing, all rights and obligations of the parties under this Contract shall be binding upon and inure to the benefit of and be enforceable by and against the successors and permitted assigns. All rights, benefits and protections granted to Customer pursuant to this Contract extend to its affiliates. Any notice or consent under this Contract shall be in writing to the address specified above. No provision of this Contract shall be waived by any act, omission or knowledge of a party or its agents or employees except by an instrument in writing expressly waiving such provision and signed by a duly authorized officer of the waiving party. If any provision of this Agreement is adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect. Any amendments shall be effective only if made in writing signed by a representative of the respective parties. Both parties agree that this Contract is the complete and exclusive statement of the mutual understanding of the parties, and supersedes and cancels all previous written and oral agreements and

communications relating to the subject matter of this Contract.

This Contract will be deemed to have been made in and shall be construed pursuant to the French laws. All disagreements will be submitted to the exclusive jurisdiction of the Saint-Étienne commercial court.

Location and date:



Signature of the Customer's Representative



Signature of FREEXIAN SARL's Representative