

With the combined work of the security and LTS teams, Debian provides 5 years of security support for all their stable releases.

**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://www.freexian.com/lts/extended/>

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](mailto: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](mailto: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)

## Debian 10 support (starting in July 2024)

Check this if you want Extended support for Debian 10 and fill the information about architectures and duration

Architectures for Debian 10  amd64  i386  armel  armhf  arm64

We expect to need support for Debian 10 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](mailto:sales@freexian.com)** together with **the list of packages that you use for each release** you choose (see <https://www.freexian.com/lts/extended/docs/how-to-build-a-package-list/> for instructions to prepare such lists).

# 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 (“Party”):

- 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 after each half-year period to compensate for 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, in which cases FREEXIAN SARL will try to provide mitigation techniques.

The Customer agrees that FREEXIAN SARL may work with sub-contractors to prepare security updates. Security updates will be made available to the Customer through the repositories on infrastructure managed by FREEXIAN SARL. All sub-contractors will be required to execute a non-disclosure agreement, with terms and conditions that align with the Customer/Freexian non-disclosure agreement, prior to having access to Customer’s data, with terms and conditions that align with the confidentiality terms set forth herein.

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 its best to serve 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 announcement 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 are not updated.

## ARTICLE 2 – CUSTOMER RIGHTS

1. The Customer can update its list of packages at any time by sending an updated list to [sales@freexian.com](mailto:sales@freexian.com). The updated list(s) will become effective for the next half-year and will impact the

price of future support periods.

2. The Customer can contact FREEXIAN SARL to enquire about the status of any security issue by sending a mail to [support@freexian.com](mailto:support@freexian.com). FREEXIAN SARL will do its 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). The IBAN and BIC identifiers required for wire transfers are documented in the invoice that Customer receives from FREEXIAN SARL.

### **ARTICLE 4 – SUPPORT PERIOD**

The support period is fixed to a half-year (six months). Each half-year is fixed: the first half-year is January-June of a calendar year, the second half-year is July-December of a calendar year. Renewal decisions are made in May and November.

The invoice is usually emitted in the two months before the start of the support period. The service starts after payment of the invoice. Thus for uninterrupted service, Customer's payments must be received by FREEXIAN SARL before end of June and before end of December, respectively.

### **ARTICLE 5 – RENEWAL AND CANCELLATION**

Two months (60 days) 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, without penalty, upon expiration of the then-current period; or,
- to stop some of the ELTS subscriptions, and renew the remaining ones, with or without changes to their package list; or,
- to renew all the ELTS subscriptions for all Debian releases, with or without changes to their package list;

The Customer may cancel this Contract at any time by sending an email to [sales@freexian.com](mailto:sales@freexian.com). Once canceled, no new invoices will be issued by FREEXIAN SARL. Any pending invoice will be reversed. However no refund will be issued for paid invoices, even if cancellation occurs prior to the expiration of the then-current support period.

### **ARTICLE 6 – CONFIDENTIALITY**

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

Except as allowed in this Article, a Party shall hold the disclosing Party'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 written confidentiality restrictions regarding disclosure and use of such information comparable to and no less restrictive than those set forth herein.

A Party shall not use the disclosing Party's Confidential Information for any purpose other than as set forth in this Contract. Each Party 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 disclosing Party's Confidential Information.

A Party may disclose 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 a Party, provided that, in the event of such a requirement or request, the Party shall give the disclosing Party prompt written notice of such requirement so that the disclosing Party may seek a protective order or other appropriate remedy. Upon the disclosing Party's written request, the other Party shall use commercially reasonable efforts to destroy the Confidential Information and any copies or extracts thereof.

However, a Party, 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 the disclosing Party's request, the other Party will provide the disclosing Party with written confirmation of destruction in compliance with this provision.

Each Party acknowledges that a breach of this Article may cause the disclosing Party irreparable injury and damage. Therefore, each Party agrees that such 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 Article 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 Contract 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 Contract will otherwise remain in full force and effect.

Any amendments to this Contract 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.

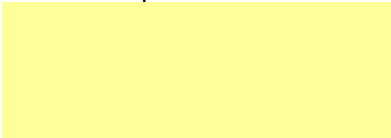
The Parties shall exert reasonable efforts to promptly arrive at an amicable settlement of any dispute which may arise between them out of or in connection with this Contract.

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