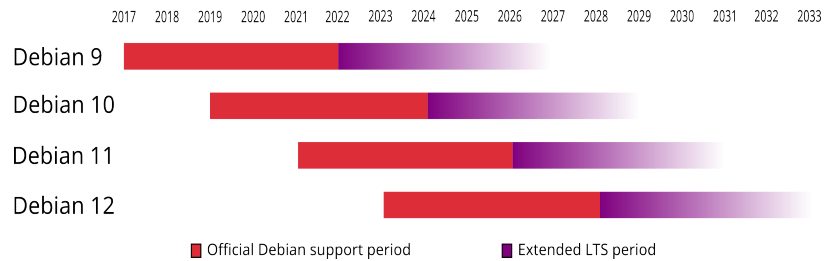


# Debian Long Term Support Contract by Freexian



As a community-driven project, Debian used to provide **only 3 years of security support**. To be able to **extend this to 5 years**, the Debian LTS team has been created. Composed mainly of paid developers, most of them being funded by Freexian, their work is **critical for organizations relying on Debian**.



To make sure that Debian has **the required resources to provide the security updates that you need, we need your help**. Did you ever wonder how you can give back to Debian? This is the perfect **opportunity to contribute to the perennial success of Debian**, an important building block of your IT infrastructure.

If you are not convinced yet, here are 7 reasons why you should subscribe to this offer:

1. Ensure prioritized support of the packages that you are using
2. Let the LTS team know which packages you are using and ensure that they don't stop security support before the start of [Extended LTS](#)
3. Submit your own test cases and let us ensure that our security updates won't break your production infrastructure
4. Direct contact with the LTS staff for your queries
5. Influence the work of sponsored developers so that Debian continues to fit your needs
6. Generate goodwill among the free software community thanks to your appearance in the list of sponsors
7. Benefit from the experience of other Debian-using companies thanks to a private mailing list

More information can be found on the website: <https://www.freexian.com/lts/debian/>

Funding level	Basic 1	Basic 2	Bronze 1	Bronze 2	Bronze 3	Silver 1	Silver 2	Gold 1	Gold 2	Platinum
Benefits ( <a href="#">details</a> )										
Packages to prioritize	✔ Weighted on the amount sponsored									
Thanked as sponsor:	✗		✔ Bronze			✔ Silver		✔ Gold		✔ Platinum
Private mailing list	✗		✔							
Contact with LTS staff	✗					✔				
Submit your test cases	✗									✔
Prices										
Monthly payment	N/A				€255 \$300	€340 \$400	€510 \$600	€680 \$800	€1,360 \$1,600	€2,040 \$2,400
Quarterly payment	N/A		€255 \$300	€510 \$600	€765 \$900	€1,020 \$1,200	€1,530 \$1,800	€2,040 \$2,400	€4,080 \$4,800	€6,120 \$7,200
Half-yearly payment	N/A	€255 \$300	€510 \$600	€1,020 \$1,200	€1,530 \$1,800	€2,040 \$2,400	€3,060 \$3,600	€4,080 \$4,800	€8,160 \$9,600	€12,240 \$14,400
Yearly payment	€255 \$300	€510 \$600	€1,020 \$1,200	€2,040 \$2,400	€3,060 \$3,600	€4,080 \$4,800	€6,120 \$7,200	€8,160 \$9,600	€16,320 \$19,200	€24,480 \$28,800

To support this initiative, please fill the forms on the following pages, get this document signed by a representative of the company and then send it back to us. From there we will get back to you with an invoice and all the explanations to benefit from our offer.

The contract can be interrupted and adjusted at any time. There is absolutely no reason to not give it a try. If you have further questions, please send them to [sales@freexian.com](mailto:sales@freexian.com).

**Company information** (also used as debtor identification in SEPA mandate below)

Company name:

Website URL:

EU VAT Number:

(if applicable)

SIREN:

(only French company)

☐ Check this if you want to be listed in the "Contributing companies" section

Address:

Postal Code:

City:

State:

Country:

**Representative** (authorizes and signs this contract)

Name:

Title:

**Technical contact** (joins the mailing list and gets reports)

Name:

Email:

Phone:

**Administrative contact** (confirms renewals, requests Purchase Orders)

Name:

Email:

Phone:

**Invoicing contact** (gets invoices)

Name:

Email:

**Contribution details**

Contributed amount:

Frequency:

☐ monthly☐ quarterly☐ half-yearly☐ yearly

Payment method:

☐ SEPA Direct Debit (preferred, fill the mandate below)☐ PayPal subscription from following PayPal account:☐ Manual wire transfer (e.g. SEPA Credit Transfer)☐ Credit/debit card (e.g. VISA, Mastercard)**SEPA Direct Debit Mandate**

Creditor: FREEXIAN SARL, 7 B RUE DE LA MONTAT, 42290 SORBIERS, FRANCE

Creditor identifier: FR54ZZZ655631

Unique mandate reference is written on invoices.

By signing this mandate form, you authorize (A) FREEXIAN SARL to send instructions to your bank to debit your account and (B) your bank to debit your account in accordance with the instructions from FREEXIAN SARL.

As part of your rights, you are entitled to a refund from your bank under the terms and conditions of your agreement with your bank. A refund must be claimed within 8 weeks starting from the date on which your account was debited.

Account number — IBAN:

Bank Identifier Code — SWIFT BIC:

Type of payment: Recurrent payment

Signature:

Location and date:

Representative name and quality:

Note: Your rights regarding the above mandate are explained in a statement that you can obtain from your bank.

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 a copy of your company's logo** as well as **a list of packages that you use** (see <https://www.freexian.com/lts/debian/details/#pkglist> for instructions to prepare that list).

## Detailed Terms of Debian Long Term Support Contract by Freexian

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

Payments made by the Customer to FREEXIAN SARL as part of this Contract are converted into work hours. Such work hours are then distributed to "Paid Debian Contributors" (PDC) who will provide security updates for Debian releases which are in the first 5 years of their lifecycle. Those security updates will be made available to the Customer through the repositories of the Debian project.

FREEXIAN SARL ensures the veracity of the work done by the PDC by reviewing the public monthly report that the PDC provide.

FREEXIAN SARL ensures that the PDC prioritize packages used by the Customer. The work assignment mechanism provides a sorted list of packages to process which takes into account the amount of associated sponsorship (summed across all Debian LTS sponsors). The most popular packages among Debian LTS sponsors will thus be handled first.

FREEXIAN SARL does not guarantee that all security issues will be fixed. Each issue will be reviewed and triaged by the PDC, 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.

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 an upstream patch, requirement to backport said patch, lack of sponsored time for a low-priority package, availability of a PDC with the required skills, etc.).

The Customer recognizes that this Contract is a "best-effort" contract. FREEXIAN SARL and the PDC will do their best to collectively serve the Debian LTS sponsors by providing timely security updates for the packages that such sponsors/customers are using.

The Customer acknowledges that the list of packages covered by security support evolves over time. The "debian-security-support" package contains the list of packages excluded from security support and can be updated following the usual Debian procedures.

### ARTICLE 2 – CUSTOMER RIGHTS

- For bronze-level sponsors or above, the Customer can be listed on FREEXIAN SARL's website as a Debian LTS sponsors. For silver sponsors and above, a logo is required (size of 300x150 at least). The Customer's name and logo might be promoted in other places too, for example in the monthly report that FREEXIAN SARL is publishing.
- For platinum-level sponsors, the Customer can provide functional tests (implemented with the autopkgtest package testing framework) that FREEXIAN SARL and the PDC should run to ensure that security updates will not generate regressions in the Customer's production infrastructure.
- 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 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 and the PDC will do their best to respond to the Customer's queries and accommodate the Customer's requests.
- The Customer can contact other Debian LTS sponsors by sending an email to a private mailing list where all technical contacts (see form page 2) from all LTS sponsors are subscribed (along with FREEXIAN SARL and the PDC).
- The Customer can adjust at any time the funding level and the periodicity of payment by sending updated instructions to [sales@freexian.com](mailto:sales@freexian.com). The new values will be used at the next renewal, once the current

support period is over.

### **ARTICLE 3 – PAYMENT**

The price selected as “Contribution amount” on page 2 is net, without VAT and excluded of bank fees.

The Customer is expected to pay FREEXIAN SARL’s invoices within 30 days after the invoice date by one of the supported payment methods (wire transfers or SEPA Direct Debit 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.

If the Customer opted for SEPA Direct Debit, FREEXIAN SARL will debit the Customer’s account automatically.

Customers opting for a monthly payment must have a payment delay of less than 30 days.

### **ARTICLE 4 – SUPPORT PERIOD**

The support period (whose length is defined on page 2 through the “Frequency” field) starts from the first day of the month after the payment has been received by FREEXIAN SARL (e.g. a payment received on March 23th means that the support period starts on April 1<sup>st</sup>).

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

The contract is automatically renewed after the support period. To this end, depending on Customer’s usual payment delay, FREEXIAN SARL will emit a new invoice before the end of the support period. The date of the invoice will ensure ensure that the expected payment date is before the start of the next support period.

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 Partry 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.

The Customer acknowledges that by checking the box “*Check this is you want to be listed in the “Contributing companies” section*”, the Customer give its consent to be publicly listed as a Debian LTS sponsor.

## 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