

# Freexian's PHP LTS Contract / Subscription form



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

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

Name:   
Email:   
Phone:

## Administrative contact (confirm renewals, requests Purchase Orders...)

Name:   
Email:   
Phone:

## Invoicing contact (get invoices)

Name:   
Email:

## Base offer

## PHP releases that you expect to use (informational only):

5.6  7.0  7.1  7.2  7.3  7.4  8.0  8.1  8.2  8.3

## Debian/Ubuntu releases that you expect to use (informational only):

Debian:  8  9  10  11  12  
Ubuntu:  16.04  18.04  20.04  22.04

## PHP releases that you want to fund to ensure security support:

### On supported Debian releases:

5.6  7.0  7.1  7.2  7.3  7.4  8.0  8.1  8.2  8.3

### On supported Ubuntu releases:

5.6  7.0  7.1  7.2  7.3  7.4  8.0  8.1  8.2  8.3

If you select more releases than those included in the base offer, an extra fee will apply for each supplementary release (see pricing on page 4).

**On Debian 8:**  5.6  7.0  7.1  7.2  7.3  7.4  8.0  8.1  8.2  8.3

**On Debian 9:**  5.6  7.0  7.1  7.2  7.3  7.4  8.0  8.1  8.2  8.3

**On Ubuntu 16.04:**  5.6  7.0  7.1  7.2  7.3  7.4  8.0  8.1  8.2  8.3

**On Ubuntu 18.04:**  5.6  7.0  7.1  7.2  7.3  7.4  8.0  8.1  8.2  8.3

Extending support of a PHP release to an unsupported Debian/Ubuntu release incurs an extra fee for each selected PHP release (see pricing on page 4).

## PECL extensions that you want to fund to ensure security support:

If you list more extensions than those included in the base offer, extra fees will apply.

**Payment method:**

- SEPA Direct Debit (preferred, fill the mandate on the next page)
- PayPal
- 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:

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 the last page. Then return the whole document to [sales@freexian.com](mailto:sales@freexian.com) or FREEXIAN SARL, 7 B RUE DE LA MONTAT, 42290 SORBIERS, FRANCE.

## Detailed terms of Freexian's PHP LTS service

The terms below are the authoritative terms. They apply to the following entities:

- the Customer as identified by the information in page 1 ("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

The service is built around 3 offers (basic, pro, business), each being a superset of the former.

#### ARTICLE 1.1 – Service provided to all customers

FREEXIAN maintains private Debian package repositories containing Debian packages for multiple PHP releases and multiple Debian/Ubuntu releases, along with a number of PECL extensions (that should work with all the PHP releases provided in the service). The Customer will be granted access to those repositories and can use those Debian packages for their own needs.

FREEXIAN may work with sub-contractors to maintain the packages and provide this service.

The Customer is not allowed to make those Debian packages publicly available. With a subscription to the "basic" offer, the Customer also doesn't have the right to privately share those packages to external entities/individuals.

#### ARTICLE 1.2 – Additional service for Customers that fund PHP releases or PECL extensions

Any Customer can fund PHP releases and/or PECL extensions, though the associated cost will vary depending on the selected offer (see article 2 on pricing) and the target Debian release(s).

When the Customer funds a PHP release (on any Debian release), FREEXIAN will regularly update the Debian packages of the corresponding PHP release on the corresponding Debian release(s), to integrate new upstream releases and new security updates. FREEXIAN will also monitor CVE affecting those PHP releases and will try to provide security fixes during the 5 first years after their publication

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.

FREEXIAN SARL does not guarantee any timeline for the publication of a security fix. However, FREEXIAN SARL will aim to :

- provide updates within 5 business days for CVE with a CVSS score greater or equal to 9 ;
- provide updates within 10 business days for CVE with a CVSS score between 7 and 9 ;
- provide updates within 20 business days for CVE with a CVSS score between 4 and 7 ;

The Customer recognizes that this contract is a best-effort contract. FREEXIAN SARL will do its best to collectively serve the PHP LTS Customers by providing timely security updates for the funded PHP releases and PECL extensions.

#### ARTICLE 1.3 – Additional features for subscribers of the pro and business offers

1/ The Customer will have the possibility to setup an internal mirror of the package repositories. The Customer must ensure that this mirror is not publicly accessible. Its access should be restricted to the parties that this contract allows. Failure to do so is a cause of termination of the contract.

2/ The Customer has the right to privately share the Debian packages with its own customers. Typically, web hosters and web agencies that subscribe to this offer can configure web servers of their customers so that they use

the packages provided by Freexian (ideally through their internal mirror).

3/ The Customer can ask FREEEXIAN for technical support related to this service. With the “pro” offer, the Customer benefits from one hour of free email support per year. With the “business” offer, the Customer benefits from two hours of free email or phone support per year. Supplementary hours of technical support will be invoiced at the rate of 120 EUR/hour.

4/ The Customer of the “business” offer can request read-only access to the git repositories used by FREEEXIAN to maintain the various Debian packages provided as part of this service.

5/ The Customer of the “business” offer can request to be listed on a dedicated page on FREEEXIAN’s website as a way to prove to their customers that they are working with us to ensure support of a wide range of PHP versions.

## ARTICLE 2 – PRICING

The three offers differentiate themselves on the service level provided to the Customer (see article 1) but also on the number of PHP releases and PECL extensions that are “funded” as part of it.

Whatever the base offer, the Customer can fund supplementary PHP releases : there’s a fixed fee to fund a PHP release on all supported Debian releases and all supported Ubuntu releases, and another fixed fee to extend the support of a PHP release to an ELTS Debian release or an ESM Ubuntu release. A supported Debian release is a release hosted in the official ftp-master.debian.org repository with security updates provided on security.debian.org. An ELTS Debian release is any former Debian release that is supported through Freexian’s Extended Long Term Support service. An ESM Ubuntu release is any former Ubuntu release that is supported through Canonical’s Extended Security Maintenance (<https://ubuntu.com/security/esm>).

The Customer can also fund supplementary PECL extensions. The table below sums up all the prices for one year : the base offer and the various options.

	Freexian’s PHP LTS Offer		
	Basic	Pro	Business
Number of PHP releases funded	0	1	6
Number of PECL extensions funded	1	3	12
<b>Pricing per year</b>			
Base offer	250 €	6000 €	12,500 €
Funding for an additional PHP release	4000 €	2000 €	1250 €
Extension of support of a PHP release to an ELTS Debian release or an ESM Ubuntu release	1500 €	1500 €	750 €
Additional PECL extension	150 EUR		

The above prices are net, without VAT and excluded of bank fees.

## ARTICLE 3 – SUPPORT PERIOD

This service is managed with fixed periods of 6 months: from January 1<sup>st</sup> to June 30<sup>th</sup> June and from July 1<sup>st</sup> to December 31<sup>st</sup>.

## ARTICLE 4 – SUPPORTED PHP AND DEBIAN/UBUNTU RELEASES

The set of PHP releases and Debian/Ubuntu releases, and their respective status, can be adjusted between two support periods. At the same time, the Customer can also tweak the list of PHP releases and PECL extensions that they are funding.

A given Debian release is available in this service as long as it is supported either by the Debian community (usually for the 5 first years after its publication) or by Freexian’s ELTS service (after the 5 initial years).

Ubuntu LTS releases are made available in this service as long as they are supported either by the Ubuntu community (usually for the 5 first years after its publication) or by Canonical's ESM service (after the 5 initial years).

A given PHP release is available and supported at least 5 years after its publication, provided that there are Customers funding the given PHP release. After the 5 initial years, Freexian will aim to keep the funded PHP releases available even when they can no longer be supported from a security perspective. FREEXIAN will notify end of availability of any PHP release at least one year before said date.

When a new Debian/Ubuntu release comes out, the set of PHP versions that will be supported on this release is evaluated and communicated, there's no guaranty that all funded PHP versions will be available on the new Debian release.

When a new PHP release comes out, Freexian will aim to make it available on all supported Debian and Ubuntu releases, though it might not be possible for some of the older Debian/Ubuntu releases which are past their 5 initial years.

## **ARTICLE 5 – SUBSCRIPTION**

The Customer can subscribe to the service at any time. A "basic" subscription has a minimal duration of 12 months, while "pro" and "business" subscriptions have a minimal duration of 6 months.

If the date of the subscription doesn't match the start of an official support period, the amount of the initial invoice will be adjusted so that the service ends at the end of a support period (and the price will be adjusted pro-rata temporis).

## **ARTICLE 6 – RENEWAL AND CANCELLATION**

The contract is automatically renewed after the support period. To this end, FREEXIAN SARL will emit a new invoice in the last 60 days of the subscription.

The Customer can opt-out of this automatic renewal by requesting it by email to [sales@freexian.com](mailto:sales@freexian.com). In that case, FREEXIAN SARL will request confirmation before emitting a new invoice.

The Customer can cancel the support contract at any time by sending an email to [sales@freexian.com](mailto: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 7 – SUSPENSION / TERMINATION**

When the Customer has canceled the contract or indicated that they would not renew the contract, the benefits of the service described in article 1 will go away at the end of the support periods that have been already paid.

When the Customer has broken their obligations of not sharing the packages provided by Freexian and/or of restricting access to any mirror that they setup, FREEXIAN has the right to terminate the contract and immediately cut access to the package repositories. For Customers of the "pro" and "business" offers, FREEXIAN will usually issue a warning indicating that the Customer has 7 days to resolve the issue. If the issue is resolved in that period, then the service can continue as usual. When not fixed in that delay or on renewed breach, FREEXIAN might terminate the contract without issuing any further warning.

When the Customer has not paid a renewal invoice before the start of the new support period, the contract will be immediately suspended but the access to the repositories will be maintained during the first month. If the invoice is still not paid after this delay, then FREEXIAN can decide to terminate the contract and cut access to the repositories.

## **ARTICLE 8 – CONFIDENTIALITY**

FREEXIAN SARL will only use the Customer Data to provide the Services and for administrative work.

FREEXIAN SARL warrants that in order to provide the Services it does not collect, record, store, use, or otherwise process any of the Customer data other than the data provided herein by the Customer. Such data stored in FREEXIAN SARL database which is hosted in a private cloud service that implements state-of-the-art security practices.

**ARTICLE 9 – GOVERNING LAW AND JURISDICTION**

This contract and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of France, to the exclusion of conflict of law rules.

**ARTICLE 10 – FORCE MAJEURE**

FREEXIAN SARL won't be held liable for any delays or failure in performance of any part of the Service, from any cause beyond its control. This includes, but is not limited to, war, terrorist acts, riots, fires, earthquakes, nuclear accidents, floods, strikes, and acts of hackers, or third-party internet service providers.

Location and date:

Signature of the Customer's Representative

Signature of FREEXIAN SARL's Representative