

# **DEBIE-I DPU SOFTWARE**

## **TERMS OF USE**

### **for WCET analysis**

#### **1. Definitions**

This document is henceforth referred to as the Terms of Use, abbreviated ToU. The subject of this ToU is the computer program called “DEBIE-I DPU Software” which is developed and owned by Space Systems Finland Ltd (abbreviated SSF) under contract to the European Space Agency and Patria Oyj and launched with the DEBIE-I instrument on the PROBA-I satellite. This ToU applies to the specific version of this software and of the accompanying software documentation that SSF has combined with this ToU into one package. This package is henceforth referred to as the Software.

SSF provides the Software under this ToU to specific recipients (individuals or organizations) for a specific purpose as defined below. The recipient is henceforth called the User.

SSF can distribute the same software, or other version of the software, under other conditions or licenses, for the same or other purposes, to the same or other recipients, with no impact on this ToU or vice versa.

#### **2. Purpose and allowed uses**

SSF provides the Software under this ToU for use as a *benchmark program* (also called a test program or an example program) for *worst case execution time (WCET) analysis*. SSF **grants** the User the nonexclusive and nontransferable right to use the Software in any or all of the following ways, with no payment to SSF. The User may:

- inspect the source code of the Software,
- modify the source code to adapt it for WCET analysis, observing that this ToU applies also to such modifications of the Software,
- compile the Software for any target processor the User chooses, with any compilation tools the User chooses,
- inspect and disassemble the compiled machine code form, or any intermediate form, of the Software (but the User should note that the licenses of the compilation tools may restrict such actions),

- execute or simulate the Software for the purpose of measuring its execution time or determining any other Software properties relevant to WCET analysis,
- analyze the source code or the machine code or any intermediate form of the Software, by hand or by tools, to estimate or bound its execution time or determine any other properties relevant to WCET analysis, and
- publish the results of inspecting, analyzing or executing the Software, as a benchmark or demonstration of WCET analysis (but the User should note that the licenses of the compilation tools may restrict publication of performance comparisons).

Publications may explain and discuss the design and coding details of the Software, when relevant to the WCET analysis, but shall not display substantial portions of the source code verbatim.

### **3. Forbidden uses**

SSF **forbids** the User from using the Software in any way not explicitly listed as allowed in section 2, above, and explicitly **forbids** using the Software for any commercial purpose.

Publishing the results of inspecting, analyzing, or executing the Software, as part of the marketing or demonstration material for a commercial or non-commercial WCET-analysis tool, is not considered a commercial purpose and is allowed as long as the publication follows the terms defined in section 2 above.

### **4. No warranty or support**

The Software is provided “as is” and only for the intended purpose and uses defined in section 2 above. Under this ToU, SSF does not warrant that the Software behaves in any particular way. SSF accepts no responsibility or liability for direct or indirect damages that may result from the User's use of the Software, whether such use is allowed or forbidden under this ToU. The User uses the Software at the User's own risk and cost. Under this ToU, SSF is not obliged to supply any form of technical support to the User nor to provide the User with updates or corrections to the Software.

### **5. No distribution or disclosure**

The User shall not distribute the Software outside the User's organization nor allow third parties to access, copy or use the Software. This condition applies as well to the original form of the Software as to any modified forms that the User may create under the permissions granted in section 2 of this ToU. If the User has reason to believe that a copy or modification of the Software in the User's possession has been distributed or accessed in some way contrary to this condition, the User shall promptly inform SSF.

SSF may, by a separate written agreement, delegate and authorize one or several Users to distribute the Software in original or modified form to other User's for the purpose and uses defined in section 2. This ToU is included with and applies also to such delegated distributions, including the prohibition on further distribution or disclosure of the Software.

**7. No transfer of ownership or intellectual property rights**

This ToU does not imply any transfer of ownership or intellectual property rights from SSF to the User. The Software remains the property of SSF and SSF retains all intellectual property rights in the Software. This ToU does not apply to any other versions of the DEBIE DPU software that SSF has developed or may develop in the future.

**8. Duration and termination**

The duration of this ToU is not limited. Should a particular User violate the conditions of this ToU SSF can, at its discretion, terminate the ToU for this User, deny this User all access and use of the Software, and require the User to destroy all copies of the Software in the User's possession, whether original or modified.