

The vyAI Social Commons License, Version 1.2

Version 1.2, 02 August 2025 **A Licença de Bens Comuns Sociais vyAI, Versão 1.2**

Versão 1.2, 02 de agosto de 2025

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Parte 0: Aviso de Classificação e Intenção

0.1. Classificação da Licença. Este documento constitui uma "Licença de Código Aberto com Restrições de Uso Social". Foi intencionalmente elaborado para ser incompatível com as definições de "Código Aberto" conforme fornecido pela Open Source Initiative (OSI) e "Software Livre" conforme fornecido pela Free Software Foundation (FSF). Esta distinção é fundamental para o propósito da Licença e não deve ser obscurecida.

0.2. Declaração do Objetivo Principal. O objetivo principal e primordial desta Licença é estabelecer e proteger um bem comum digital. Ela busca garantir que a tecnologia criada para inclusão social, empoderamento e acessibilidade permaneça perpetuamente disponível para esses fins. Isso é alcançado restringindo explicitamente a exploração comercial direta, particularmente através de modelos de serviço escaláveis como Software as a Service (SaaS), que poderiam de outra forma transformar a Obra em uma ferramenta de exclusão econômica. Ao usar, modificar ou distribuir esta Obra, Você concorda irrevogavelmente em defender esses princípios e aderir às seguintes restrições.

Preâmbulo: A Filosofia dos Bens Comuns Sociais

A Licença de Bens Comuns Sociais vyAI (vSCL) nasce de uma convicção simples, porém resoluta: a tecnologia projetada para empoderar e incluir nunca deve se tornar uma barreira. Esta licença governa software e outras obras protegidas por direitos autorais criadas para servir comunidades, avançar a educação e a pesquisa pública, apoiar organizações sem fins lucrativos e auxiliar pessoas com deficiência. Seu propósito é criar um espaço protegido — um bem comum digital — onde ferramentas essenciais permaneçam livremente acessíveis para todas as aplicações socialmente benéficas.

Esta Licença concede amplas permissões para usar, estudar, modificar e compartilhar a Obra. Ela explicitamente encoraja a integração da Obra em produtos de hardware físico, reconhecendo que a inovação tangível é um meio poderoso de levar a tecnologia às mãos das pessoas.

No entanto, a Licença estabelece um limite ético e legal crucial: a própria Obra não pode ser

vendida ou oferecida como um serviço comercial onde o acesso é contingente ao pagamento. Essa restrição não visa sufocar toda a atividade comercial, mas sim garantir que qualquer atividade comercial se concentre na entrega física, na expertise humana ou no suporte auxiliar, em vez de monetizar o acesso à funcionalidade central da própria Obra.

Por exemplo, um sofisticado sistema de leitura assistiva alimentado por IA, governado por esta Licença, pode ser livremente desenvolvido e implantado por bibliotecas públicas, centros de reabilitação ou ONGs que atendem comunidades com baixa alfabetização digital. Esta Licença protege contratualmente este sistema de ser apropriado por uma corporação que o renomearia e cobraria uma taxa de assinatura mensal proibitiva pelo mesmo serviço.

Acreditamos que a verdadeira inovação é medida pelo seu serviço à humanidade. Esta Licença é nosso compromisso legal e filosófico com esse ideal, garantindo que os frutos de nosso trabalho nutram o bem social, não apenas o lucro comercial. Os termos e condições a seguir foram projetados para fazer cumprir essa filosofia com máxima clareza e força legal.

Parte I: Definições

Para os fins desta Licença, os seguintes termos terão os significados especificados abaixo. Estas definições são parte integrante da interpretação de Seus direitos e obrigações.

1.1. "Esta Licença" refere-se à Licença de Bens Comuns Sociais vyiAI, Versão 1.2 (Edição Definitiva).

1.2. "O Licenciador" refere-se ao detentor original dos direitos autorais ou à entidade legal autorizada pelo detentor dos direitos autorais que está colocando a Obra sob esta Licença.

1.3. "A Obra" refere-se a qualquer material protegido por direitos autorais — incluindo, mas não se limitando a software em forma de Código-Fonte ou Código Objeto, documentação, conjuntos de dados, especificações e modelos de aprendizado de máquina (incluindo pesos e arquitetura) — que o Licenciador tenha explicitamente designado como sendo regido por esta Licença.

1.4. "Você" (ou "Seu") refere-se a um indivíduo ou uma entidade legal que exerce as permissões concedidas por esta Licença.

1.5. "Código-Fonte" significa a forma preferida da Obra para fazer modificações. Isso inclui todos os módulos, arquivos de definição de interface associados, scripts que controlam a compilação e instalação, e qualquer outra documentação necessária para entender, modificar e reproduzir a Obra.

1.6. "Modificar" significa criar uma "Obra Derivada" copiando ou adaptando toda ou parte da Obra de uma maneira que exija permissão de direitos autorais.

1.7. "Obra Derivada" significa qualquer obra baseada ou derivada da Obra. Isso inclui traduções, adaptações e qualquer outra forma em que a Obra possa ser reformulada ou

transformada. Para os fins desta Licença, uma Obra Derivada também inclui qualquer outra obra que se integre com a Obra tão intimamente — seja através de vinculação estática, vinculação dinâmica ou acoplamento API rígido — que não possa ser razoavelmente considerada uma obra independente.

1.8. "Propagar" e "Transmitir" têm o mesmo significado que na Licença Pública Geral GNU versão 3. "Propagar" é fazer qualquer coisa que o tornaria responsável por infração de direitos autorais sem permissão, exceto para modificação ou execução privada. "Transmitir" é qualquer propagação que permita que outros recebam cópias.

1.9. "Propósito Social Permitido" refere-se a qualquer uso da Obra que não seja uma Oferta Comercial Proibida e seja conduzido por ou para:

a) **Organizações Sem Fins Lucrativos e Benéficas:** Uso por ou para organizações legalmente registradas sem fins lucrativos, beneficentes ou de benefício público (por exemplo, uma fundação que fornece ferramentas de alfabetização digital).

b) **Uso Educacional:** Atividades não comerciais dentro de instituições acadêmicas (escolas, universidades) para ensino, aprendizado e pesquisa acadêmica (por exemplo, um curso de ciência da computação universitário usando a Obra como estudo de caso).

c) **Pesquisa Pública:** Pesquisa por indivíduos ou instituições onde todos os resultados, dados e conclusões são tornados publicamente disponíveis sob termos que não restringem o acesso.

d) **Projetos Pessoais, de Hobbistas e Comunitários:** Uso por indivíduos ou grupos comunitários informais para projetos não destinados a ganho comercial ou para apoiar uma empresa comercial (por exemplo, um grupo de voluntários construindo um quiosque de informações da comunidade local).

e) **Projetos de Acessibilidade:** O desenvolvimento e implantação de ferramentas ou serviços especificamente destinados a auxiliar pessoas com deficiência, desde que essas ferramentas não sejam oferecidas como uma Oferta Comercial Proibida.

1.10. "Oferta Comercial Proibida" significa disponibilizar a funcionalidade principal da Obra, ou de uma Obra Derivada, a terceiros de forma a gerar receita cobrando pelo acesso aos recursos da Obra. Essa proibição se aplica independentemente do mecanismo de entrega e inclui, mas não se limita a:

a) **Software as a Service (SaaS):** Hospedar a Obra e cobrar uma taxa dos usuários pelo acesso, particularmente quando esse acesso é monetizado de forma a negar efetivamente a indivíduos ou comunidades acesso equitativo à Obra. Esta cláusula deve ser interpretada amplamente, focando no efeito da oferta sobre o acesso do usuário, e não apenas em sua implementação técnica.

b) **Platform as a Service (PaaS):** Fornecer uma plataforma de desenvolvimento ou implantação que incorpore a Obra como um componente central e monetizado sobre o qual

outros desenvolvedores constroem mediante pagamento.

c) **API as a Service:** Cobrar uma taxa pelo acesso programático à funcionalidade da Obra via uma Interface de Programação de Aplicações (API).

d) **Venda ou Licenciamento Direto:** Vender, alugar, arrendar ou sublicenciar a Obra ou uma Obra Derivada como um produto de software autônomo.

1.11. "Produto de Hardware Permitido" refere-se a um dispositivo de hardware físico e tangível que é vendido a um usuário final e que incorpora a Obra. Para que um produto se qualifique, ele deve atender a todas as seguintes condições:

a) **Valor Independente Substancial:**

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Part 0: Notice of Classification and Intent

0.1. License Classification. This document constitutes a "Source-Available License with Social Use Restrictions." It is intentionally drafted to be incompatible with the definitions of "Open Source" as provided by the Open Source Initiative (OSI) and "Free Software" as provided by the Free Software Foundation (FSF). This distinction is fundamental to the License's purpose and should not be obscured.

0.2. Declaration of Primary Goal. The primary and overriding goal of this License is to establish and protect a digital commons. It seeks to ensure that technology created for social inclusion, empowerment, and accessibility remains perpetually available for those purposes. It achieves this by explicitly restricting direct commercial exploitation, particularly through scalable service models like Software as a Service (SaaS), which could otherwise transform the Work into a tool of economic exclusion. By using, modifying, or distributing this Work, You irrevocably agree to uphold these principles and adhere to the following restrictions.

Preamble: The Philosophy of the Social Commons

The vyAI Social Commons License (vSCL) is born from a simple yet resolute conviction: technology designed to empower and include must never become a barrier. This license governs software and other copyrightable works created to serve communities, advance public education and research, support non-profit organizations, and assist persons with disabilities. Its purpose is to carve out a protected space—a digital commons—where essential tools remain freely accessible

for all socially beneficial applications.

This License grants broad permissions to use, study, modify, and share the Work. It explicitly encourages the integration of the Work into physical hardware products, recognizing that tangible innovation is a powerful means of delivering technology to people's hands.

However, the License establishes a crucial ethical and legal boundary: the Work itself cannot be sold or offered as a commercial service where access is contingent on payment. This restriction is not intended to stifle all commercial activity, but to ensure that any commercial activity centers around physical delivery, human expertise, or ancillary support, rather than monetizing access to the Work's core functionality itself.

For instance, a sophisticated AI-powered assistive reading system governed by this License can be freely developed and deployed by public libraries, rehabilitation centers, or NGOs serving communities with low digital literacy. This License contractually protects this system from being appropriated by a corporation that would rebrand it and charge a prohibitive monthly subscription fee for the exact same service.

We believe that true innovation is measured by its service to humanity. This License is our legal and philosophical commitment to that ideal, ensuring that the fruits of our labor nurture social good, not just commercial profit. The following terms and conditions are designed to enforce this philosophy with maximum legal clarity and strength.

Part I: Definitions

For the purposes of this License, the following terms shall have the meanings specified below. These definitions are integral to the interpretation of Your rights and obligations.

1.1. "This License" refers to the vyAI Social Commons License, Version 1.2 (Definitive Edition).

1.2. "The Licensor" refers to the original copyright holder or the legal entity authorized by the copyright holder that is placing the Work under this License.

1.3. "The Work" refers to any copyrightable material—including but not limited to software in Source Code or Object Code form, documentation, datasets, specifications, and machine learning models (including weights and

architecture)—that the Licensor has explicitly designated as being governed by this License.

1.4. "You" (or "Your") refers to an individual or a legal entity exercising the permissions granted by this License.

1.5. "Source Code" means the preferred form of the Work for making modifications. This includes all modules, associated interface definition files, scripts controlling compilation and installation, and any other documentation necessary to understand, modify, and reproduce the Work.

1.6. "To Modify" means to create a "Derivative Work" by copying from or adapting all or part of the Work in a manner requiring copyright permission.

1.7. "Derivative Work" means any work based on or derived from the Work. This includes translations, adaptations, and any other form in which the Work may be recast or transformed. For the purposes of this License, a Derivative Work also includes any other work that integrates with the Work so intimately—whether through static linking, dynamic linking, or tight API coupling—that it cannot reasonably be considered an independent work.

1.8. "To Propagate" and "To Convey" have the same meaning as in the GNU General Public License version 3. To "Propagate" is to do anything that would make You liable for copyright infringement without permission, except for private modification or execution. To "Convey" is any propagation that enables others to receive copies.

1.9. "Permitted Social Purpose" refers to any use of the Work that is not a Prohibited Commercial Offering and is conducted by or for:

a) **Non-Profit and Charitable Organizations:** Use by or for legally registered non-profit, charitable, or public-benefit organizations (e.g., a foundation providing digital literacy tools).

b) **Educational Use:** Non-commercial activities within academic institutions (schools, universities) for teaching, learning, and academic research (e.g., a university computer science course using the Work as a case study).

c) **Public Research:** Research by individuals or institutions where all results, data, and conclusions are made publicly available under terms that do not restrict access.

d) **Personal, Hobbyist, and Community Projects:** Use by individuals or informal community groups for projects not intended for commercial gain or to support a commercial enterprise (e.g., a group of volunteers building a local community information kiosk).

e) **Accessibility Projects:** The development and deployment of tools or services specifically intended to assist persons with disabilities, provided these tools themselves are not offered as a Prohibited Commercial Offering.

1.10. "Prohibited Commercial Offering" means making the core functionality of the Work, or a Derivative Work, available to third parties in a way that generates revenue by charging for access to the Work's features. This prohibition applies regardless of the delivery mechanism and includes, but is not limited to:

a) **Software as a Service (SaaS):** Hosting the Work and charging users a fee for access, particularly when such access is monetized in a way that effectively denies individuals or communities equitable access to the Work. This clause shall be interpreted broadly, focusing on the effect of the offering on user access, not merely its technical implementation.

b) **Platform as a Service (PaaS):** Providing a development or deployment platform that incorporates the Work as a core, monetized component that other developers build upon for a fee.

c) **API as a Service:** Charging a fee for programmatic access to the Work's functionality via an Application Programming Interface (API).

d) **Direct Sale or Licensing:** Selling, renting, leasing, or sublicensing the Work or a Derivative Work as a standalone software product.

1.11. "Permitted Hardware Product" refers to a tangible, physical hardware device that is sold to an end-user and which incorporates the Work. For a product to qualify, it must meet all of the following conditions:

a) **Substantial Independent Value:** The hardware itself must possess substantial functionality, value, and complexity independent of the Work. The Work must not be the sole or primary element of value. (e.g., A consumer robot where the Work manages one of its sensor arrays, but the product's primary value lies in its mechanical construction, motors, battery

system, and other onboard software).

b) **Integrated Feature:** The Work must function as an integrated and supporting component, not as the primary marketed feature.

c) **Hardware-Centric Transaction:** The marketing, sale, and pricing of the product must be clearly centered on the physical device. The cost to the end-user must not be framed or itemized as a license fee for the Work.

1.12. "Ancillary Services" refers to professional services based on human expertise, for which You may charge a fee. This includes providing installation, technical support, training, or consulting related to the Work. Offering Ancillary Services does not violate this License, provided the service does not function as a proxy for a Prohibited Commercial Offering.

Part II: Core Permissions and Scope

2.1. Grant of License. Subject to Your strict adherence to all terms and conditions of this License, the Licensor grants You a worldwide, royalty-free, non-sublicensable, non-exclusive, perpetual (for the duration of the copyright) license to:

- a) Use the Work for any Permitted Social Purpose.
- b) Use the Work for internal evaluation, research, and development within any organization, including for-profit corporations, provided such use does not result in a Prohibited Commercial Offering.
- c) Create and Modify the Work to produce Derivative Works.
- d) Reproduce and Convey verbatim copies of the Work's Source Code.
- e) Convey Derivative Works, but only under the conditions mandated in Part III.

Part III: Conditions on Distribution (Social Commons Copyleft)

3.1. Conveying Verbatim Copies. You may Convey verbatim copies of the Work's Source Code as You receive it, in any medium, provided that You conspicuously and appropriately publish on each copy a valid copyright notice; maintain all notices referring to this License and to the disclaimer of warranty; and provide a full copy of this License to all recipients.

3.2. Conveying Derivative Works. You may Convey a Derivative Work, but only under

the following mandatory conditions:

- a) You must fulfill all obligations listed in Section 3.1.
- b) The Derivative Work must carry prominent notices stating that You modified it, with a relevant date.
- c) The Derivative Work as a whole must be licensed under this License. You must ensure that anyone who comes into possession of a copy receives a license to the entire work under these same terms. This obligation is absolute and applies to all parts of the Derivative Work, regardless of how they are packaged.

Part IV: Restrictions and Exemptions

4.1. Absolute Prohibition on Commercial Offerings. To be unmistakably clear: You may not, under any circumstance, use the Work or any Derivative Work, in whole or in part, to create, support, or offer a Prohibited Commercial Offering as defined in Section 1.10. This is the central, non-negotiable restriction of this License.

4.2. Guiding Principle for Interpretation. In any case of ambiguity regarding whether a specific use case constitutes a Prohibited Commercial Offering, the interpretation that best serves the License's stated goal of protecting the Work for the digital commons and preventing its transformation into a tool of economic exclusion shall prevail.

4.3. Explicitly Permitted Commercial Activities. Notwithstanding the prohibition in Section 4.1, the following are not considered violations:

- a) **Sale of Permitted Hardware Products:** You may manufacture and sell Permitted Hardware Products as defined in Section 1.11.
- b) **Provision of Ancillary Services:** You may charge fees for providing Ancillary Services as defined in Section 1.12.

Part V: Standard Legal Provisions

5.1. Termination. Your rights under this License terminate automatically and immediately if You fail to comply with any of its terms. If You cease all violations, Your license is reinstated provisionally unless and until the Licensor explicitly terminates it, and permanently if the Licensor fails to notify You of the violation within 60 days of

Your cessation.

5.2. Acceptance. You are not required to accept this License to receive or run a copy of the Work. However, nothing else grants You permission to Propagate or Modify it. By undertaking these actions, You indicate Your unconditional acceptance of all terms and conditions herein.

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5.5. Severability and Interpretation. If any provision of this License is held to be unenforceable, it shall be reformed to the minimum extent necessary to make it enforceable. The Preamble, Notices, and Definitions are integral parts of this License and must be used in its interpretation.

Part VI: How to Apply This License

To apply this License, attach the following notice in a LICENSE.md file in the root directory and, if possible, in the header of each source file.

Copyright © [Year] [Name of Author or Organization]

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A copy of the license is available at:

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This license grants you broad rights to use, modify, and share this Work for social, community, non-profit, and educational purposes. You may also sell physical hardware that incorporates this Work.

It ****strictly prohibits**** monetizing this Work by selling it as a software product or offering it as a commercial Software as a Service (SaaS).

This License is designed to protect innovation for the common good. Please review the full license text to understand all your rights and obligations.

APPENDIX A: Practical Examples and Scenarios

This appendix is for informational purposes and does not replace the legally binding terms above.

Scenario 1: The Non-Profit Foundation (Permitted)

Action: A foundation for digital inclusion downloads the Work, modifies it to better suit local languages, and deploys it on free-to-use terminals in community centers.

Verdict: Permitted. This is a clear example of a "Permitted Social Purpose."

Scenario 2: The Hardware Startup (Permitted)

Action: A startup designs and builds an advanced robotic arm for use in physical therapy. The Work is used to control the arm's fine motor movements. They sell the robotic arm for \$5,000.

Verdict: Permitted. This is a "Permitted Hardware Product." The value is in the hardware, and the Work is an integrated component.

Scenario 3: The SaaS Company (Prohibited)

Action: A tech company takes the Work, hosts it on its cloud servers, and sells API access to other developers at \$0.01 per call.

Verdict: Prohibited. This is a textbook "Prohibited Commercial Offering" (SaaS/API as a Service) and a direct violation of Section 4.1.

Scenario 4: The IT Consulting Firm (Permitted)

Action: A consulting firm charges a corporate client \$10,000 to install, configure, and integrate the Work into the client's internal document

management system. The client does not offer this system to external users as a service.

Verdict: Permitted. The consulting firm is selling "Ancillary Services" (human expertise). The client is using the work for "Internal Business Use." Neither is a violation.

Scenario 5: The "Freemium Wrapper" (Prohibited)

Action: A company offers a "free" online service that is a thin wrapper around the Work's functionality. However, to unlock essential features (like saving files or handling larger inputs), users must upgrade to a "Pro" plan for \$15/month.

Verdict: Prohibited. This is an attempt to circumvent the SaaS restriction. The service's core value is derived from the Work, and its access is monetized. This violates the spirit and letter of the License.