

QIS PROTOCOL LICENSE v1.0

Effective Date: November 2025

Licensor: Christopher Thomas Trevethan / Yonder Zenith LLC

Contact: contactyz@pm.me

NOTICE

This license governs all use of the Quadratic Intelligence Swarm (QIS) Protocol, including the protocol specification, reference implementation code, simulation software, documentation, and all related materials in this repository (collectively, the "Protocol").

This is NOT an open-source license. Reading and citing the Protocol specification is permitted without registration. All other uses—including running code, implementing the Protocol, contributing, or deploying in any environment—require a license obtained through the application process described herein.

PART 1: INTELLECTUAL PROPERTY COVERAGE

1.1 Scope of Rights

This license covers:

- **Copyright** in all code, documentation, specifications, and materials in this repository
- **Patent Rights** under US Provisional Patent Applications including 63/827,815 and 38 additional filings (39 total) covering distributed pattern synthesis methods, architectures, and algorithms
- **Trade Secrets** related to undisclosed implementation details
- **Trademark Rights** in "QIS Protocol," "Quadratic Intelligence Swarm," and related marks

1.2 Patent Notice

CRITICAL: Patent-Protected Technology

The distributed pattern synthesis methods described in this Protocol are covered by pending US patent applications. Under US patent law, independent invention is NOT a defense to patent infringement. Any implementation of the patented methods—whether developed independently, derived from these specifications, or otherwise—may constitute infringement.

Your access to these public specifications constitutes constructive notice of the patent applications. Commercial implementation without a license may be deemed willful infringement, subjecting you to enhanced damages up to 3x actual damages under 35 U.S.C. § 284.

1.3 Prior Art Publications

Portions of this Protocol have been published on IP.com's Prior Art Database as defensive publications. These

publications create prior art that prevents others from patenting the disclosed technology but do not grant any rights to implement the Protocol commercially.

PART 2: PERMITTED USES WITHOUT REGISTRATION

The following activities are permitted without obtaining a license:

- Reading** the Protocol specification and documentation
- Citing** this work in academic publications, articles, or presentations
- Discussing** the Protocol's concepts, architecture, and theoretical foundations
- Reviewing** the source code for educational understanding
- Linking** to this repository in bibliographies and reference lists

Important: These permissions do not extend to running code, implementing the Protocol, or any commercial activity.

PART 3: USES REQUIRING A LICENSE

All of the following activities require obtaining a license through the application process:

-  **Running** the simulation code or any implementation
 -  **Deploying** any system based on the Protocol (commercial, non-commercial, or experimental)
 -  **Implementing** the Protocol methods in any form
 -  **Integrating** Protocol concepts into products or services
 -  **Forking** this repository for development purposes
 -  **Contributing** code, documentation, or substantial content
 -  **Using** in research that will result in publication
 -  **Building** applications, tools, or services that incorporate the Protocol
 -  **ANY** deployment in **ANY** domain (healthcare, agriculture, industrial, financial, etc.)
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PART 4: LICENSE TIERS

4.1 TIER 1: Research & Education License (FREE)

Eligibility:

- University researchers conducting non-commercial basic research
- Graduate and undergraduate students in academic programs
- Educators teaching courses that reference the Protocol
- Independent researchers with no commercial affiliation

Permitted Uses:

- Running simulations for academic research
- Publishing research papers analyzing the Protocol
- Classroom demonstrations and educational exercises
- Thesis and dissertation work

Restrictions:

- No commercial use or revenue generation
- No integration into commercial products
- No deployment in production environments
- Must acknowledge patent protection in all publications
- Must notify Licensor of any publications

Application Requirements:

- Institutional affiliation (if applicable)
- Research description and intended use
- Confirmation of non-commercial purpose
- Agreement to license terms

License Duration: 2 years, renewable upon application

4.2 TIER 2: Humanitarian License (FREE)

Eligibility:

- Registered non-profit organizations (501(c)(3) or international equivalent)
- Humanitarian health applications in underserved regions
- Animal welfare and conservation organizations
- Wildlife sanctuaries and rescue operations
- Disaster response and emergency services
- Educational institutions for deployed (not just teaching) use

Examples of Qualified Organizations:

- Rural clinic in Sub-Saharan Africa serving subsistence farmers
- Non-profit mobile health unit in underserved communities

- Doctors Without Borders field deployments
- Wildlife conservation tracking networks
- Animal rescue and sanctuary operations
- Open-source humanitarian projects

Examples NOT Qualified (require Commercial License):

- For-profit hospitals, even if serving some charity patients
- Commercial veterinary clinics
- For-profit "social enterprises"
- Organizations with commercial revenue streams

Permitted Uses:

- Full deployment in humanitarian contexts
- Integration into non-profit operational systems
- Publication and sharing of results

Restrictions:

- No revenue generation from Protocol use
- Annual impact reporting required
- License review every 2 years

Application Requirements:

- Proof of non-profit status (501(c)(3) letter, registration documents)
- Mission statement and description of intended use
- Explanation of populations or animals served
- Agreement to annual reporting

License Duration: 2 years, renewable with impact report

4.3 TIER 3: Commercial License (PAID)

Who Requires a Commercial License:

ALL for-profit entities regardless of domain, including:

- Healthcare: hospitals, pharmaceutical companies, medical device manufacturers, health insurance, telehealth providers, biotech companies

- Agriculture: farms, agribusiness, precision agriculture companies, livestock operations
- Technology: software companies, cloud providers, IoT manufacturers, AI/ML companies
- Industrial: manufacturing, logistics, energy, transportation, supply chain
- Financial: banks, investment firms, insurance companies, fintech
- Any other commercial entity

Key Principle: Even if using the Protocol for beneficial purposes (sustainable agriculture, healthcare improvement), for-profit companies pay. Classification is based on organizational status, not mission.

Licensing Terms:

- RAND (Reasonable And Non-Discriminatory) terms
- Tiered by company size and deployment scale
- Options include:
 - Annual licensing fees
 - Revenue share model (percentage of Protocol-enabled revenue)
 - Per-deployment fees
- Terms negotiated on case-by-case basis

Application Requirements:

- Company information and registration
- Description of intended use and deployment scope
- Revenue/size information for tier assessment
- Technical contact for implementation support

License Duration: Negotiated (typically 1-3 years with renewal options)

Revenue Allocation: Proceeds from commercial licensing fund:

1. Continued research and development
2. Free licensing program administration
3. Grants for humanitarian applications in underserved regions
4. Reference implementation maintenance
5. Global health equity initiatives

PART 5: APPLICATION PROCESS

5.1 How to Apply

All license applications submitted to: contactyz@pm.me

Subject Line Format: [LICENSE APPLICATION] [Tier] - [Organization Name]

5.2 Required Information (All Applicants)

1. Applicant name and contact information
2. Organization name and type
3. Intended use description
4. Deployment scope (number of nodes, users, geographic reach)
5. Confirmation of agreement to license terms

5.3 Tier-Specific Requirements

Research/Education:

- Institutional affiliation letter or student ID
- Faculty sponsor (for students)
- Research abstract

Humanitarian:

- Non-profit registration documentation
- Mission statement
- Description of beneficiary populations

Commercial:

- Company registration information
- Revenue/employee count (for tier assessment)
- Technical deployment plan

5.4 Processing Timeline

- **Research/Education:** 5 business days
- **Humanitarian:** 10 business days (verification required)
- **Commercial:** 15-30 business days (negotiation period)

5.5 License Grant

Upon approval, Licensor will provide a signed License Agreement specifying:

- Scope of permitted use
 - Duration and renewal terms
 - Any specific conditions or restrictions
 - Reporting requirements (if applicable)
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PART 6: CONTRIBUTION TERMS

6.1 Two-Track Contribution Model

We welcome contributions under a two-track system designed to balance openness with the licensing requirements that fund humanitarian deployment.

6.2 TRACK A: Lightweight Contributions (No CLA Required)

The following contributions do NOT require signing a Contributor License Agreement:

- Bug reports (GitHub Issues)
- Feature requests and suggestions
- Documentation typos and minor fixes (under 10 lines)
- Discussion and feedback (GitHub Discussions)
- Mathematical verification and validation reports
- Testing results and simulation reports

Simply submit these contributions through standard GitHub mechanisms.

6.3 TRACK B: Substantial Contributions (CLA Required)

The following contributions REQUIRE signing a Contributor License Agreement:

-  Code contributions (new features, bug fixes, optimizations)
-  Significant documentation (new guides, technical writing over 10 lines)
-  Simulation improvements and new scenarios
-  Domain-specific implementations
-  Algorithm improvements or extensions

6.4 Contributor License Agreement Terms

By signing the CLA and submitting a contribution, you agree:

Grant of Rights:

1. You grant Yonder Zenith LLC a perpetual, worldwide, non-exclusive, royalty-free license to use, reproduce, modify, display, perform, sublicense, and distribute your contribution.
2. You grant Yonder Zenith LLC the right to license your contribution under commercial terms to third parties, with proceeds supporting humanitarian deployment.

3. You grant Yonder Zenith LLC a patent license for any patent claims you control that are necessarily infringed by your contribution.

What You Retain:

- You RETAIN ownership of your contribution
- You MAY use your contribution in your own projects
- You WILL be credited in CONTRIBUTORS.md and release notes

Warranties:

- You warrant that you have the legal right to grant these licenses
- You warrant that your contribution is your original work (or you have rights to submit it)
- You warrant that your contribution does not violate any third-party rights

Why This Structure: Your contribution helps fund free deployment to underserved communities. Commercial licensing revenue enables humanitarian applications that would otherwise be impossible. Your code literally helps end suffering at scale.

6.5 CLA Signature Process

1. Request CLA form: contactyz@pm.me with subject **[CLA REQUEST]**
2. Complete and sign the CLA (electronic signature accepted)
3. Reference your signed CLA in pull request description
4. CLA remains valid for all future contributions

6.6 Partnership Contributions

For substantial collaborations (multi-month projects, institutional partnerships, research collaborations), contact contactyz@pm.me to discuss custom contribution agreements that may include:

- Co-authorship on publications
- Research funding arrangements
- Custom licensing terms
- Joint development agreements

PART 7: LICENSE CONDITIONS AND RESTRICTIONS

7.1 General Conditions

All licensees agree to:

1. **Attribution:** Include appropriate attribution in any publications, products, or services using the Protocol

- 2. Patent Notice:** Maintain patent pending notices in any distributed implementations
- 3. No Trademark Use:** Not use Yonder Zenith LLC trademarks without separate written permission
- 4. Compliance:** Comply with all applicable laws and regulations
- 5. No Harmful Use:** Not use the Protocol for applications that harm humans or animals

7.2 Prohibited Uses

The Protocol may NOT be used for:

- Weapons systems or military applications designed to harm
- Surveillance systems violating human rights
- Applications facilitating discrimination or oppression
- Circumventing safety systems or security measures
- Any use violating applicable law

7.3 No Sublicensing

Licensees may NOT sublicense, transfer, or assign their license rights to third parties without prior written consent from Licensor.

7.4 Audit Rights

For commercial licensees, Licensor reserves the right to audit compliance with license terms upon reasonable notice.

PART 8: DEFENSIVE TERMINATION

8.1 Automatic Termination

Your license automatically terminates if you:

- 1. File Patent Claims:** Initiate patent infringement litigation against Yonder Zenith LLC or any other QIS Protocol licensee based on claims related to the Protocol
- 2. Breach Terms:** Materially breach any term of this license and fail to cure within 30 days of written notice
- 3. Misrepresent Status:** Obtain a free license through misrepresentation of organizational status or intended use
- 4. Exceed Scope:** Use the Protocol beyond the scope of your granted license

8.2 Effect of Termination

Upon termination:

- All rights granted under the license immediately cease

- You must discontinue all use of the Protocol
- You must destroy or return all copies of Protocol materials
- Termination does not affect Licensor's right to seek damages for breach

8.3 Survival

Sections 1 (IP Coverage), 7.2 (Prohibited Uses), 8 (Defensive Termination), 9 (Disclaimers), and 10 (Limitation of Liability) survive termination.

PART 9: DISCLAIMERS

9.1 No Warranty

THE PROTOCOL IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

9.2 No Medical/Safety Warranty

THE PROTOCOL IS NOT CERTIFIED FOR MEDICAL, SAFETY-CRITICAL, OR LIFE-SUSTAINING APPLICATIONS. LICENSEES DEPLOYING IN SUCH CONTEXTS ASSUME ALL RESPONSIBILITY FOR OBTAINING APPROPRIATE CERTIFICATIONS AND ENSURING SAFETY.

9.3 Research Status

The Protocol represents ongoing research. Licensees acknowledge that:

- The technology is under active development
- Performance may vary across applications
- Updates may change Protocol behavior
- Validation in specific domains is the licensee's responsibility

PART 10: LIMITATION OF LIABILITY

10.1 Limitation

IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA, OR PROFITS, OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THE PROTOCOL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

10.2 Cap on Liability

LICENSOR'S TOTAL LIABILITY FOR ALL CLAIMS ARISING FROM OR RELATED TO THIS LICENSE SHALL NOT EXCEED THE AMOUNTS PAID BY LICENSEE TO LICENSOR IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR ONE HUNDRED DOLLARS (\$100) FOR FREE LICENSES.

PART 11: GENERAL PROVISIONS

11.1 Governing Law

This license is governed by the laws of the State of Delaware, United States, without regard to conflict of law principles.

11.2 Dispute Resolution

Any disputes arising under this license shall be resolved through binding arbitration under the rules of the American Arbitration Association, with arbitration taking place in Delaware or remotely at Licensor's option.

11.3 Severability

If any provision of this license is held unenforceable, the remaining provisions shall continue in full force and effect.

11.4 Entire Agreement

This license constitutes the entire agreement between the parties concerning the Protocol and supersedes all prior agreements and understandings.

11.5 Amendments

Licensor may update this license from time to time. Continued use after notification of changes constitutes acceptance. Material changes will be communicated to active licensees.

11.6 No Waiver

Failure to enforce any provision of this license does not constitute waiver of that provision or any other provision.

PART 12: CONTACT INFORMATION

License Applications & Questions:

Christopher Thomas Trevethan

Email: contactyz@pm.me

Twitter/X: @chris_trevethan

Patent Information:

US Provisional Patent 63/827,815 (June 2025)

- 38 additional provisional filings across healthcare, agriculture, industrial IoT, and other domains

SUMMARY TABLE

User Type	License Required?	Cost	Application Process
Reader/Researcher (no code execution)	No	FREE	None required
Academic researcher	Yes	FREE	Apply → confirm non-commercial
Graduate student	Yes	FREE	Apply → faculty sponsor
Non-profit humanitarian org	Yes	FREE	Apply → verify 501(c)(3)
Animal conservation org	Yes	FREE	Apply → verify mission
Wildlife sanctuary	Yes	FREE	Apply → verify status
Small for-profit startup	Yes	PAID	Apply → negotiate terms
Large hospital system	Yes	PAID	Apply → negotiate terms
Pharmaceutical company	Yes	PAID	Apply → negotiate terms
Agriculture business	Yes	PAID	Apply → negotiate terms
Technology company	Yes	PAID	Apply → negotiate terms

Core Principle: Everyone using the Protocol beyond reading needs a license. Many qualify for free licenses. Commercial entities pay. Revenue funds humanitarian deployment.

VERSION HISTORY

- **v1.0** (November 2025): Initial license framework
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