

THE VALOR LICENSE v1.0

Validator-Authorized License for Operator Rights

All software, documentation and other files and information in this repository (collectively, the “Software”) are copyright [Copyright Holder Name] (the “Copyright Holder”). All rights reserved, except as expressly set forth herein.

ARTICLE I — DEFINITIONS

(a) “Blockchain System” means the combination of: (a) a blockchain (i.e., a distributed data structure consisting of hash-linked sets of transactions that is produced, maintained and/or secured by the automated consensus of a network of independent nodes operating a Byzantine-fault-tolerant protocol), and (b) a network of devices operating software clients or software applications that jointly or individually store, validate, process transactions with respect to, update, resolve forks with respect to, or otherwise maintain, validate, read from, store data with respect to, create public proofs with respect to, or write to such blockchain.

(b) “Broad Commercial Adoption” means, with respect to a Qualifying Fork, the satisfaction of each of the following conditions for a continuous period of not less than ninety (90) days following the applicable Fork Event: (i) the Qualifying Fork has maintained active consensus participation by a sufficient number of independent Node Operators to secure the network against publicly known attack vectors applicable to its consensus mechanism; (ii) the native asset or gas token of the Qualifying Fork has been listed and actively traded on at least two (2) digital asset exchanges, each of which is registered with, licensed by, or operating under a regulatory framework administered by a governmental financial regulatory authority in any jurisdiction; and (iii) the Qualifying Fork has supported regular transaction volume and active use of deployed applications by persons other than the Node Operators themselves, as evidenced by on-chain activity that is not primarily attributable to automated or self-dealing transactions.

(c) “Deployed Smart Contract” means executable bytecode (commonly known as a “smart contract”) that (a) has been compiled from the Source Code and (b) has been deployed to a Designated Blockchain System by or on behalf of the Copyright Holder or a person expressly authorized by the Copyright Holder to deploy such bytecode, at a specific address on such Designated Blockchain System that has been publicly identified by the Copyright Holder in accordance with Article III(b).

(d) “Designated Blockchain System” means any Blockchain System identified by the Copyright Holder on Schedule A hereto, as such Schedule may be updated from time to time in accordance with Article VII.

(e) “Fork Event” means a divergence in the transaction history or consensus rules of a Designated Blockchain System that results in two or more Blockchain Systems each continuing to operate with a material portion of the pre-fork state, such that a Deployed Smart Contract that existed at a given address on the Designated Blockchain System immediately prior to the divergence exists at the same address on each resulting Blockchain System immediately after the divergence, without any act of independent deployment.

(f) “Node Operator” means any person or entity that operates a validator, sequencer, block producer, full node, archive node, or similar network participant on a Designated Blockchain System, a Qualifying Fork, or a Provisional Fork, to the extent such operation involves the execution, storage, propagation, or validation of transactions involving a Deployed Smart Contract in the ordinary course of operating such Blockchain System.

(g) “Provisional Fork” means a Blockchain System that (a) originated as a result of a Fork Event with respect to a Designated Blockchain System, and (b) contains at the same address one or more Deployed Smart Contracts that existed on the Designated Blockchain System immediately prior to the Fork Event, solely as a result of the state continuity inherent in the Fork Event and not as a result of any independent act of deployment, but that has not yet satisfied the requirements for a Qualifying Fork. A Blockchain System shall be a Provisional Fork from the moment of the Fork Event until the earlier of: (i) the date on which such Blockchain System becomes a Qualifying Fork, or (ii) the date that is one hundred eighty (180) days after the Fork Event, if the conditions for Broad Commercial Adoption have not been satisfied by such date.

(h) “Qualifying Fork” means a Blockchain System that (a) originated as a result of a Fork Event with respect to a Designated Blockchain System, (b) contains at the same address one or more Deployed Smart Contracts that existed on the Designated Blockchain System immediately prior to the Fork Event, solely as a result of the state continuity inherent in the Fork Event and not as a result of any independent act of deployment, and (c) has achieved Broad Commercial Adoption. A Qualifying Fork shall be deemed a Designated Blockchain System for all purposes under this License upon satisfaction of the conditions set forth in this definition, without any further action by the Copyright Holder.

(i) “Source Code” means the human-readable software source code, including all library, script, test, configuration, documentation and other files and information

contained in this repository, in any form (including compiled, intermediate, optimized or obfuscated forms derived therefrom), other than a Deployed Smart Contract.

ARTICLE II — SOURCE CODE: ALL RIGHTS RESERVED

(a) The Source Code is proprietary. No license, right, or interest in or to the Source Code is granted to any person under this License or by implication, estoppel, or otherwise, except as may be separately agreed in writing by the Copyright Holder. Without limiting the foregoing, no person shall, in part or in whole, use, copy, reproduce, modify, adapt, create derivative works of, merge, publish, distribute, transmit, sublicense, sell, compile, deploy, or otherwise exploit the Source Code in any form or by any means, electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, except with the express prior written permission of the Copyright Holder.

(b) For the avoidance of doubt, the public availability of the Source Code in this repository (whether on GitHub or any other platform) does not constitute waiver of any intellectual property rights, does not create an implied license of any kind, and does not authorize any person to compile, deploy, fork, copy, or otherwise use the Source Code except as expressly permitted herein or by separate written agreement with the Copyright Holder.

ARTICLE III — DEPLOYED SMART CONTRACTS: LIMITED NODE OPERATOR LICENSE

(a) Grant. Subject to the terms and conditions of this License, the Copyright Holder hereby grants to each Node Operator a perpetual, irrevocable (except as provided in Article III(d)), non-exclusive, non-transferable, non-sublicensable, royalty-free license to execute, store, propagate, and validate Deployed Smart Contracts solely to the extent necessary for the Node Operator to operate as a participant on the applicable Designated Blockchain System (including any Qualifying Fork) in accordance with the consensus rules and protocol specifications of such Blockchain System (the “Node Operator License”). The Node Operator License with respect to any given Deployed Smart Contract shall become effective upon the deployment of such Deployed Smart Contract to the applicable Designated Blockchain System and, subject to Article III(d), shall remain in effect for so long as such Deployed Smart Contract remains at its deployed address on such Blockchain System.

(b) Designated Blockchain Systems and Identification. The Designated Blockchain Systems to which this License applies are those identified on Schedule A hereto. The Copyright Holder shall maintain Schedule A by publishing it as part of or alongside this License in the repository in which the Source Code is made available. Any Qualifying Fork of a Designated Blockchain System shall be deemed a Designated Blockchain System upon achieving Broad Commercial Adoption, without any action by the Copyright Holder.

(c) Scope and Restrictions. The Node Operator License:

(i) applies only to Deployed Smart Contracts at the specific addresses on the specific Designated Blockchain Systems (including any Qualifying Forks) publicly identified by the Copyright Holder on Schedule A (or deemed designated pursuant to the Qualifying Fork provisions), and does not extend to any bytecode deployed by any other person at any other address, even if such bytecode is identical to or derived from the Source Code;

(ii) authorizes only the execution, storage, propagation, and validation of Deployed Smart Contracts as an inherent and inseparable part of operating the applicable Blockchain System's consensus mechanism, and does not authorize any independent use, reproduction, modification, or exploitation of the underlying bytecode outside of such consensus mechanism; and

(iii) does not authorize the Node Operator to deploy, redeploy, or cause or assist any other person to deploy, any copy, fork, modification, or derivative of any Deployed Smart Contract to any blockchain, network, or system.

(d) Termination. The Node Operator License with respect to a given Deployed Smart Contract shall terminate only if the Node Operator materially breaches any term or condition of this License, including without limitation the restrictions set forth in Article III(c). Termination for breach is effective immediately upon such breach and applies only to the breaching Node Operator; it does not affect the Node Operator License of any other Node Operator with respect to the same Deployed Smart Contract. For the avoidance of doubt, the Copyright Holder has no right to terminate the Node Operator License with respect to any Deployed Smart Contract except upon a material breach as described in this Article III(d). The irrevocability of the Node Operator License is intended to preserve the reliance interests of all persons whose rights or interests depend on the continued operation of a Deployed Smart Contract on the applicable Blockchain System, including without limitation any entity whose records, governance mechanisms, or other material interests are maintained by or through such Deployed Smart Contract. Nothing in this License prevents the Copyright Holder from publicly communicating that it no longer supports, maintains, or recommends a particular

Deployed Smart Contract, but any such communication shall have no effect on the Node Operator License.

ARTICLE IV — PROVISIONAL FORK LICENSE

(a) Subject to the terms and conditions of this License, the Copyright Holder hereby grants to each Node Operator on a Provisional Fork a non-exclusive, non-transferable, non-sublicensable, royalty-free license to execute, store, propagate, and validate Deployed Smart Contracts on such Provisional Fork, solely to the extent necessary for the Node Operator to operate as a participant on such Provisional Fork in accordance with its consensus rules and protocol specifications (the “Provisional Fork License”). The Provisional Fork License is subject to the same scope and restrictions set forth in Article III(c), applied to the Provisional Fork.

(b) The Provisional Fork License shall become effective automatically upon the occurrence of the Fork Event and shall remain in effect until the earlier of: (i) the date on which the Provisional Fork becomes a Qualifying Fork, at which point the Provisional Fork License shall automatically convert into a full Node Operator License under Article III(a); or (ii) the date that is one hundred eighty (180) days after the Fork Event, if the conditions for Broad Commercial Adoption have not been satisfied by such date, at which point the Provisional Fork License shall automatically expire.

(c) For the avoidance of doubt, the Provisional Fork License is not subject to the irrevocability provisions of Article III(d). It is a time-limited safe harbor intended to preserve network continuity during the period required to determine whether a Qualifying Fork has achieved Broad Commercial Adoption.

ARTICLE V — END-USER INTERACTION; NO LICENSE REQUIRED

(a) Any person who interacts with a Deployed Smart Contract by submitting transactions to, or reading state from, such Deployed Smart Contract on a Designated Blockchain System (including any Qualifying Fork or Provisional Fork) does not thereby copy, execute, or otherwise engage in any act with respect to the Software that requires a license under applicable copyright law.

(b) When a person submits a transaction to a Deployed Smart Contract, the person transmits a digitally signed instruction to the network. The Deployed Smart Contract is not copied to, loaded into, or executed on any device owned or controlled by such person. The execution of the Deployed Smart Contract occurs entirely on the

infrastructure of the Node Operators that process and validate the transaction. The person's relationship to the Deployed Smart Contract is that of a remote user to a hosted service: the person requests an operation; the network performs it. This is functionally and legally equivalent to a user interacting with a software-as-a-service application, where the user transmits requests to and receives responses from software running on third-party infrastructure and does not thereby copy or execute the underlying software.

(c) No license, right, title, or interest in or to the Software arises from end-user interaction with a Deployed Smart Contract. Any rights or obligations arising from such interaction are governed solely by any applicable terms of service, bylaws, or other agreements between the person and the Copyright Holder or any entity utilizing the Deployed Smart Contracts, and not by this License.

ARTICLE VI — NO OTHER RIGHTS; RESERVATION

(a) Except for the limited licenses expressly granted in Articles III and IV, no right, title, interest, or license in or to the Software (including any Deployed Smart Contract) is granted to any person under this License, whether by implication, estoppel, exhaustion, or otherwise. All rights not expressly granted herein are reserved to the Copyright Holder.

(b) Nothing in this License shall be construed to grant any person any right to use any trademark, service mark, trade name, or logo of the Copyright Holder.

ARTICLE VII — UPDATES TO SCHEDULE A

(a) The Copyright Holder may update Schedule A from time to time to add Designated Blockchain Systems and the addresses of Deployed Smart Contracts thereon, by publishing an updated Schedule A as part of or alongside this License in the repository in which the Source Code is made available. Any such addition shall be effective upon publication.

(b) The Copyright Holder may not remove a Designated Blockchain System or a Deployed Smart Contract address from Schedule A after such addition has been published. For the avoidance of doubt, the Qualifying Fork and Provisional Fork provisions of Article I operate automatically and do not require any update to Schedule A.

(c) No amendment to the operative provisions of this License (Articles I through IX) shall retroactively alter, diminish, or revoke the Node Operator License with respect to any Deployed Smart Contract that has been deployed prior to such amendment or that is located on a Qualifying Fork.

ARTICLE VIII — DISCLAIMER; LIMITATION OF LIABILITY

(a) THE SOFTWARE AND ALL DEPLOYED SMART CONTRACTS ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. THE COPYRIGHT HOLDER MAKES NO WARRANTY THAT ANY DEPLOYED SMART CONTRACT WILL OPERATE WITHOUT INTERRUPTION, ERROR, BUG, VULNERABILITY, OR DEFECT, OR THAT ANY DEFECT WILL BE CORRECTED.

(b) IN NO EVENT SHALL THE COPYRIGHT HOLDER BE LIABLE TO ANY PERSON FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR USE, ARISING OUT OF OR IN CONNECTION WITH THE SOFTWARE, ANY DEPLOYED SMART CONTRACT, OR THIS LICENSE, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF THE COPYRIGHT HOLDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE IX — GOVERNING LAW; SEVERABILITY

This License shall be governed by and construed in accordance with the laws of [Governing Law Jurisdiction], without regard to its conflict of laws principles. If any provision of this License is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

[Copyright Holder Name]

SCHEDULE A

Designated Blockchain Systems and Deployed Smart Contracts

The following Blockchain Systems are Designated Blockchain Systems for purposes of this License, and the Deployed Smart Contracts at the addresses listed below are Deployed Smart Contracts for purposes of this License:

#	Designated Blockchain System	Chain ID	Deployed Smart Contract(s)	Address(es)
1	[Blockchain Name]	[Chain ID]	[Contract Name]	[ox...]
			[Contract Name]	[ox...]
2	[Blockchain Name]	[Chain ID]	[Contract Name]	[ox...]

Any Qualifying Fork (as defined in Article I(h)) of a Designated Blockchain System listed above shall be deemed a Designated Blockchain System upon achieving Broad Commercial Adoption (as defined in Article I(b)), without any further action by the Copyright Holder. Any Provisional Fork (as defined in Article I(g)) shall be covered by the Provisional Fork License under Article IV from the moment of the Fork Event. Deployed Smart Contracts existing at the same addresses on such forks as a result of the Fork Event shall be deemed Deployed Smart Contracts for all purposes under this License.

Last updated: [Date]