

Ant_Group_Open_Source_Corporate_CLA_English_Chinese_2021

Ant Group

Corporate Contributor License Agreement

蚂蚁集团

公司贡献者许可协议

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就您目前和将来向蚂蚁集团提交的贡献内容，您接受并同意以下条款和条件。除了根据本协议向蚂蚁集团和蚂蚁集团发布文档和软件的接收方授予的许可，您对于您的贡献内容保留所有权利、所有权和利益。

1. Definitions.

1. 定义。

“You” (or “Your”) shall mean the copyright owner or legal entity authorized by the copyright owner that is making this Agreement with Ant Group. For legal entities, the entity making a Contribution and all other entities that control, are controlled by, or are under common control with that entity are considered to be a single Contributor. For the purposes of this definition, “control” means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

“您”（或“您的”）系指与蚂蚁集团签署本协议的著作权人或经著作权人授权的法律实体。对于法律实体而言，提交贡献内容的实体以及其他任何控制该实体、受其控制或与其受到同一主体控制的实体被视为单个贡献者。为本定义之目的，“控制”系指（i）通过合同或其他方式，直接或间接对该实体进行指导和管理的权力，（ii）持有该实体百分之五十（50%）或更多的已发行股份，或（iii）间接持有该实体权益。

“Contribution” shall mean any original work of authorship, including any modifications or additions to an existing work, that is intentionally submitted by You to Ant Group for inclusion in, or documentation of, any of the products or projects owned or managed by Ant Group (the “Work”), including without limitation any Work described in Schedule B. For the purposes of this definition, “submitted” means any form of electronic or written communication sent to Ant Group or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, Ant Group for the purpose of discussing and improving the Work.

“贡献内容”系指由您有意地向蚂蚁集团提交，以便被包含或记载在任何蚂蚁集团拥有或管理的产品或项目（“作品”，包括但不限于任何在附录 B 中列举的作品）中的任何原创作品，包括对

既存作品的任何修改和增加。为本定义之目的，“提交”系指向蚂蚁集团或其代表进行的任何形式的电子或书面交流，包括但不限于为讨论和改善作品为目的，通过蚂蚁集团管理的（或以蚂蚁集团名义管理的）电子邮件列表、源代码控制系统和问题跟踪系统进行的交流。

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3. Grant of Patent License. Subject to the terms and conditions of this Agreement, You hereby grant to Ant Group and to recipients of documentation and software distributed by Ant Group a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such license applies only to those patent claims licensable by You that are necessarily infringed by Your Contribution(s) alone or by combination of Your Contribution(s) with the Work to which such Contribution(s) was submitted. If any entity institutes patent litigation against You or any other entity (including a cross-claim or counterclaim in a lawsuit) alleging that your Contribution, or the Work to which you have contributed, constitutes direct or contributory patent infringement, then any patent licenses granted to that entity under this Agreement for that Contribution or Work shall terminate as of the date such litigation is filed.

3. 专利许可的授予。受限于本协议的条款和条件，您在此授予蚂蚁集团以及蚂蚁集团发布文档和软件的接收方永久性的、全球范围内的、非排他的、完全无须许可费的、完全无须版权费的和不可撤销（本节规定的情形除外）的专利许可，以开发、利用、要约出售、出售、导入或

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4. You represent that you are legally entitled to grant the above license. You represent further that each employee of the Corporation designated on Schedule A below (or in a subsequent written modification to that Schedule) is authorized to submit Contributions on behalf of the Corporation.

4. 您保证您依法有权授予上述许可。您进一步保证下文附表 A（该附表可通过书面方式进行后续更改）所指定的任意公司员工均有权以公司名义提交贡献内容。

5. You represent that each of Your Contributions is Your original creation (see section 7 for submissions on behalf of others). You represent that Your Contribution submissions include complete details of any third-party license or other restriction (including, but not limited to, related patents and trademarks) of which you are personally aware and which are associated with any part of Your Contributions.

5. 您保证您所有的贡献内容均为您的原创作品（关于为他人提交作品的规定，可参见第 7 节）。您保证您提交的贡献内容包括任何第三方许可或其他限制（包括但不限于相关专利或商标）的全部细节，只要该等许可或其他限制为您个人所知悉且与您的贡献内容的任何部分相关。

6. You are not expected to provide support for Your Contributions, except to the extent You desire to provide support. You may provide support for free, for a fee, or not at all. Unless required by applicable law or agreed to in writing, You provide Your Contributions on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON- INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE.

6. 在您自愿提供支持的范围之外，您无需对您的贡献内容提供支持。您可以提供免费支持或收费支持，也可以完全不提供支持。除非适用法律另有规定或另有书面约定，您“按照现状”提

供您的贡献内容，而不对其提供任何类型的保证或条件，无论明示还是默示，包括但不限于为任何特定目的对所有权、无侵权、适销性或适当性的保证或条件。

7. Should You wish to submit work that is not Your original creation, You may submit it to Ant Group separately from any Contribution, identifying the complete details of its source and of any license or other restriction (including, but not limited to, related patents, trademarks, and license agreements) of which you are personally aware, and conspicuously marking the work as "Submitted on behalf of a third-party: [named here]".

7. 如果您希望提交并非您原创的作品，您可以在任何贡献内容之外单独向蚂蚁集团提交，标注关于其来源和您个人所知悉的任何许可或其他限制（包括但不限于相关专利、商标和许可协议）的完整信息，并以显著方式标明该作品属于“以第三方名义提交：【填写姓名】”。

8. You agree to notify Ant Group of any facts or circumstances of which you become aware that would make these representations inaccurate in any respect.

8. 您同意在您获悉任何可能导致上述保证在任何方面不准确的事实或情况之时通知蚂蚁集团。

9. This Agreement will be governed by and construed in accordance with the laws of the People's Republic of China excluding that body of laws known as conflict of laws. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. Any legal action or proceeding arising under this Agreement will be brought exclusively in the courts located in Hangzhou, China, and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.

9. 本协议受中华人民共和国法律管辖，并依据其进行解释，但冲突法规则除外。协议各方明确同意排除《联合国国际货物销售合同公约》的适用。任何由本协议产生的法律诉讼或程序均应排他性地提交至中国杭州的法院进行审理，且各方在此不可撤销地同意该等关于属人管辖和法院地的安排。

10. For your reading convenience, this Agreement is written in parallel English and Chinese sections. To the extent there is a conflict between the English and Chinese sections, the English sections shall govern.

10. 为了您的阅读方便，本协议同时提供了英文和中文段落。如果英文和中文段落有矛盾，则以英文段落为准。

Please sign 请签署: _____ Date 日期: _____

Company Name 公司名称: _____

Full name 全名: _____

Title 职务: _____

Mailing Address 信件地址: _____

Country 国家: _____

Telephone 电话: _____

E-Mail 电子邮箱: _____

Schedule A 附录 A:

Please provide an initial list of designated employees authorized to submit Contributions on behalf of the Corporation:

请提供一份有权以公司名义提交贡献内容的指定员工的初始名单:

Schedule B 附录 B:

Description of Initial Contribution:

描述初始贡献内容: