

# Ant\_Group\_Open\_Source\_Corporate\_CLA\_English\_Chinese

Ant Group

Corporate Contributor License Agreement

蚂蚁集团

公司贡献者许可协议

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## 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.

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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：【填写名称或姓名】”。

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：