Alibaba

Individual Contributor License Agreement

阿里巴巴

个人贡献者许可协议

Thank you for your interest in contributing software code to a project hosted or managed by Alibaba (China) Co. Ltd., or any of its affiliates (“Alibaba”). In order to clarify the intellectual property license granted with Contributions from any person or entity, Alibaba must have a Contributor License Agreement ("CLA") on file that has been signed by each Contributor, indicating agreement to the license terms below. This version of the Contributor License Agreement allows an individual to submit Contributions to the applicable project. If you are making a submission on behalf of a legal entity, then you should sign the separation Corporate Contributor License Agreement. If you have not already done so, please complete and sign, then scan and email a pdf file of this Agreement to [opensource@alibaba-inc.com](mailto:opensource@alibaba-inc.com). Please read this document carefully before signing and keep a copy for your records.

感谢您对向阿里巴巴（中国）有限公司或其任何关联方（“阿里巴巴”）主办或管理的项目贡献软件代码的兴趣。为厘清就个人或实体贡献内容而授予的知识产权许可，阿里巴巴必须对每位贡献者签署的贡献者许可协议（“CLA”）进行归档，以证明就以下许可条件达成的一致。此版本的贡献者许可协议允许个人向相应项目提交贡献内容。如果您是以公司名义进行提交，您应当另行签署一份公司贡献者许可协议。请完成并签署本协议，然后通过email发送一份pdf扫描版至[opensource@alibaba-inc.com](mailto:opensource@alibaba-inc.com)。请在签署之前仔细阅读本文件，并自行保留一份以供参考。

You accept and agree to the following terms and conditions for Your present and future Contributions submitted to Alibaba. Except for the license granted herein to Alibaba and recipients of software distributed by Alibaba, You reserve all right, title, and interest in and to Your Contributions.

就您目前和将来向阿里巴巴提交的贡献内容，您接受并同意以下条款和条件。除了根据本协议向阿里巴巴和阿里巴巴发布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 Alibaba. 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”）系指与阿里巴巴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 Alibaba for inclusion in, or documentation of, any of the products or projects owned or managed by Alibaba (the "Work"), including without limitation any Work described in Schedule A. For the purposes of this definition, "submitted" means any form of electronic or written communication sent to Alibaba 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, Alibaba for the purpose of discussing and improving the Work.

“贡献内容”系指由您有意地向阿里巴巴提交，以便被包含或记载在任何阿里巴巴拥有或管理的产品或项目（“作品”，包括但不限于任何在附录A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”系指向阿里巴巴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，通过阿里巴巴管理的（或以阿里巴巴名义管理的）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。

2. Grant of Copyright License. Subject to the terms and conditions of this Agreement, You hereby grant to Alibaba and to recipients of software distributed by Alibaba a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute Your Contributions and such derivative works.

2. 著作权许可的授予。受限于本协议的条款和条件，您在此授予阿里巴巴以及阿里巴巴发布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的著作权许可，以复制、衍生、公开展示、公开执行、转授权和发布您的贡献内容和该等衍生作品。

3. Grant of Patent License. Subject to the terms and conditions of this Agreement, You hereby grant to Alibaba and to recipients of software distributed by Alibaba 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，您在此授予阿里巴巴以及阿里巴巴发布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、导入或以其他方式转让作品，但该许可仅适用于您有权许可的，且必然会被您的贡献内容侵权（贡献内容单独构成侵权、或与贡献内容的相关作品一同构成侵权）的专利申请范围。如果任何实体针对您或其他实体提起专利诉讼（包括诉讼中的交叉请求或反诉），主张您的贡献内容（或您参与贡献的作品）造成了直接性或辅助性的专利侵权，则任何根据本协议针对该贡献内容或作品授予该实体的专利许可应当在起诉之日终止。

4. You represent that you are legally entitled to grant the above license.

4. 您保证您依法有权授予上述许可。

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 Alibaba 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阿里巴巴提交，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 Alibaba 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阿里巴巴。

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: \_\_\_\_\_\_\_\_\_\_\_\_

Full name全名: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mailing Address信件地址: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone电话: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-Mail电子邮箱: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Schedule A附录A:**

Description of Initial Contribution:

描述初始贡献内容：