

IvorySQL开源项目

法人实体贡献者许可协议

The Projects of IvorySQL

Corporate Contributor License Agreement

感谢您对IvorySQL社区（以下简称“社区”）拥有或管理的开源项目（以下简称“项目”）的关注。

本法人实体贡献者许可协议（以下称“本协议”）由“社区”和_____（以下称“贵方”）签署。贵方通过签署本协议同意接受本协议并受其约束。贵方基于本协议向“社区”授予的权利自贵方及贵方指定雇员**首次**向“社区”提交“贡献”之日起生效（其中包括贵方在同意本协议条款和相应条件之前已提交“贡献”的情况在内）。

Thank you for your interest in the open source projects (“Projects”) owned or managed by IvorySQL community(“Community”).

This Corporate Contributor License Agreement ("Agreement") is entered into by and between the Community and _____("You"). By signing this Agreement you agree to accept and be legally bound by this Agreement. The rights that you grant to us under these terms are effective on the date you and your designated employees **first** submitted a Contribution to us, even if your submission took place before the date you agreed to these terms and conditions.

贵方特此同意如下条款及条件。除根据本协议中授予“社区”以及“社区”所分发软件的接收者的许可外，您保留您贡献中的所有权利、所有权和利益。

You hereby agree to the following terms and conditions. Except for the license granted herein to the Community and recipients of software distributed by the Community, You reserve all rights, titles, and interests in and to Your Contributions.

一、定义 Definitions.

1. “项目”是指可以通过附录A中所列出的地址访问，并由“社区”拥有或管理的一个或多个项目。

"Projects" refers to one or more of the projects owned or managed by the Community, which may be accessed at the address as listed in Appendix A.

2 “贵方”或“您”系指与“社区”订立本协议的著作权人、或经著作权人授权的法人实体。法人实体包括作出“贡献”的实体以及控制该实体、由该实体控制或与该实体共同被控制的所有其他实体，均被视为单一贡献者。本条款定义的“控制”系指：(i) 无论通过合同还是其他方式，直接或间接领导或管理该实体的权力；(ii) 持有该实体的流通股份的50%及以上；(iii) 持有该实体的实益所有权。

"You" (or "Your") shall mean the copyright owner or legal entity authorized by the copyright owner that is making this Agreement with the Community. 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.

3. “贡献”系指由贵方通过附录B指定雇员自愿向“社区”提交以并入或存档于本项目作品（以下称“作品”）之中的代码、文档或其他原创作品，包括任何对现有作品的修改或补充。本条款定义的“提交”系指以电子、口头或书面交流任意形式发送给“项目”或其代表，包括但不限于为讨论和改进“作品”目的，在由“项目”或代表其管理的电子邮件列表、源代码控制系统以及问题跟踪系统上进行的通信，但不包括由贵方明确标记或以其他形式书面指定为“非贡献”的通信内容。

"Contribution" shall mean the code, documentation or other original works of authorship expressly identified in Appendix B, as well as any original work of authorship, including any modifications or additions to an existing work, that is intentionally submitted by You for inclusion in

the work of the Project (the "Work"). For the purposes of this definition, "Submitted" means any form of electronic, verbal, or written communication sent to the Project 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, the Project for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by You as "Not a Contribution".

二、著作权许可的授予。贵方基于本协议，特此就贵方（不论以源代码或目标代码形式）提交的“贡献”授予“社区”和“社区”所分发软件的接收者永久的、全球性的、非排他的、免交易费的、免许可费的、不可撤销的、无附加限制的著作权，“社区”和“社区”所分发软件的接收者可以复制、修改、准备衍生作品、公开展示、公开运行、分许可和分发贵方的“贡献”和相关衍生作品。

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

三、专利权许可的授予。基于本协议，贵方特此授予“社区”和“社区”所分发的软件的接收者永久的、全球性的、非排他的、免交易费的、免许可费的、不可撤销的（本条款下述情形除外）专利许可，以制造、委托制造、使用、许诺销售、销售、进口和以其他方式转移“作品”。该专利许可仅及于贵方有权授予且将因贵方“贡献”本身、或因贵方“贡献”与其被提交的“作品”相结合所必然侵犯的专利权利要求。如果任何实体针对贵方或其他实体提起专利诉讼（包括诉讼中的交叉诉讼或反诉），指控贵方“贡献”或前述结合构成专利的直接侵权或帮助侵权，则任何根据本协议就该“贡献”或“作品”授予该实体的专利许可自该实体提起该诉讼之日起终止。

Grant of Patent License. Subject to the terms and conditions of this Agreement, You hereby grant to the Community and to recipients of software distributed by the Community 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 indirect 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.

四、贵方承诺，贵方系“贡献”的著作权人或者贵方经著作权人授权进行“贡献”（代第三方提交的情形详见第五条款），且贵方有权授予本协议规定的权利。贵方承诺，以下附录B（含后续对该附录作出的书面修改）所列的每名雇员均有权代表贵方提交“贡献”。如需要对附录B中授权代表贵方提交“贡献”的指定雇员名单作出任何更改，贵方应当提前以书面方式通知“社区”。

You represent that you are the copyright owner of the Contribution or authorized by the copyright owner to make such Contribution (see section 5 for submissions on behalf of others), and are legally entitled to grant the rights set out in this Agreement and the License. You represent further that each employee of the Corporation designated on Appendix B below (or in a subsequent written modification to that Appendix) is authorized to submit Contributions on behalf of the Corporation. It is your responsibility to notify the Community in writing when any change is required to the list of designated employees authorized to submit Contributions on behalf of the Corporation expressly identified in Appendix B.

五、如果贵方拟提交非原创作品，贵方可以将该部分内容与贵方“贡献”进行区分后提交给“社区”，并根据贵方所知标识该部分内容的来源以及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）的完整细节，并以显著方式注明该作品系“代第三方提交：[此处注明第三方名称]”。

Should You wish to submit work that is not Your original creation, You may submit it to the Community separately from any Contribution, identifying the complete details of its source and 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]".

六、除非贵方自愿，否则贵方无需为贵方“贡献”提供支持服务。贵方可以提供免费或收费支持服务，也可以完全不提供支持服务。除非适用法律另有规定或另有书面约定，您“按原样”提供您的贡献，而不对其提供任何类型的保证或条件，无论明示还是默示，包括但不限于所有权、无侵权、适销性或特定目的适用性的保证或条件。

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.

七、无论何种情形下，贵方皆不对任何损失负责（无论因何所致或基于何种法律理论），包括但不限于因使用或无法使用贵方所提交的“贡献”、或因贵方“贡献”与其被提交的“作品”相结合而引起的任何直接的、间接的、特殊的或继发的损失，即使已被告知有此类损失的可能性。

Except as otherwise stated in the Agreement, Contribution is provided without warranties of any kind, either express or implied. In no event shall you be liable for any damages, including, but not limited to any direct, indirect, special or consequential damages arising from the use or inability to use Your Contribution(s) alone or by combination of Your Contribution(s) with the Work to which such Contribution(s) was submitted, no matter how it's caused or based on which legal theory, even if advised of the possibility of such damages.

八、贵方同意在您获悉任何可能导致上述承诺不准确的事实或情况之时将及时通知“社区”。

You agree to notify the Community of any facts or circumstances of which you become aware that would make these representations inaccurate in any respect in time.

九、根据本协议，缔约方为独立的合同方。本协议和协议中包含的任何条款和条件均不得解释为在贵方与“社区”之间设立合伙企业、合资企业或建立雇佣关系或委托人与代理人的关系。

The relationship of the parties under this Agreement is, and at all times shall continue to be, that of independent contractors. Neither the Agreement, nor any terms and conditions contained in the Agreement shall be deemed or construed as creating or constituting a partnership, joint venture, employment, or an agency between you and the Community.

十、未经“社区”和贵方书面同意，不得修改或放弃本协议的任何条款。对本协议项下的任何单项权利的放弃不构成对其他相同或不同权利的放弃，任何缔约方未能履行或延迟履行本协议项下的任何权力或权利均不构成对本协议的放弃。

Any term of this Agreement may be amended or waived only with the written consent of the Community and You. Waiver of any one default shall not waive subsequent defaults of the same or different kind, and no failure or delay of either party to exercise or enforce any of its rights under this Agreement shall act as a waiver of those rights.

十一、本协议（含通过引用并入本协议的所有文件），构成缔约方之间就本协议议题的完整且排他性协议，废止并替代针对此议题任何或所有之前或同期的书面或口头讨论、谈判、备忘录和其它协议。

This Agreement, including all documents incorporated herein by reference, constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter.

十二、本协议（含附录）以中、英双语书就，每个版本具有同等法律效力。如果中英文版本存在任何冲突不一致，以中文版为准。

This Agreement (including the Appendices) is written in both Chinese and English, each of which shall be equally authentic. In event of any inconsistency between the Chinese and English versions, the Chinese version shall prevail.

法人实体名称 Corporation name:

法人实体地址 Corporation address:

法定代表人/授权代表 Legal or authorized representative:

盖章 Seal:

日期 Date:

附录A: IvorySQL项目地址

Appendix A

<https://github.com/IvorySQL/>

<https://gitee.com/IvorySQL/>

附录B

Appendix B

请提供一份有权以公司名义提交“贡献”的指定员工的初始名单:

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

	姓名Name	邮箱Email	用户名Username
指定雇员Designated Employee	_____	_____	_____
指定雇员Designated Employee	_____	_____	_____
指定雇员Designated Employee	_____	_____	_____
指定雇员Designated Employee	_____	_____	_____
指定雇员Designated Employee	_____	_____	_____