

IvorySQL开源项目

个人独立贡献者许可协议

The Projects of IvorySQL

Individual 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。

本个人独立贡献者许可协议（以下称“本协议”）由贵方和“社区”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**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）。

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This Individual Contributor License Agreement ("Agreement") is entered into by and between You and the Community. 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 *first* submitted a Contribution to us, even if your submission took place before the date you agreed to these terms and conditions.

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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自然人。

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"Contribution" shall mean the code, documentation or other original works 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".

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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 that of independent contractors. Neither the Agreement, nor any terms and conditions contained in the Agreement may be construed as creating or constituting an employee-employer relationship, 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（含附件）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 Exhibits) 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.

姓名 Full name:

电话 Tel:

邮箱 Email:

邮寄地址 Mailing address:

签名 Sign:

日期 Date:

附录A：IvorySQL项目地址

Appendix A

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

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