个人独立贡献者许可协议 Individual Contributor License Agreement

本个人独立贡献者许可协议(以下称"本协议")由贵方和北京小米移动软件有限公司及其关 联公司(统称"小米")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 协议向小米授予的权利自贵方首次向小米提交"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)。

This Individual Contributor License Agreement ("Agreement") is entered into by and between You and Beijing Xiaomi Mobile Software Co., Ltd. and its Affiliates (collectively referred as "Xiaomi"). By signing this Agreement you agrees 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.

贵方同意如下条款: You hereby agree to the following:

一、定义 Definitions.

1. "贵方"系指与小米订立本协议的著作权人、或经著作权人授权的自然人。

"You" (or "your") shall mean the copyright owner or individual authorized by the copyright owner that is making this Agreement with the Xiaomi.

2. "贡献"系指由贵方自愿向小米提交且被并入或存档于小米拥有或管理的任何产品之中的代码、文档或其他原创作品以及任何对现有作品进行修改或补充的原创作品(以下称"作品")。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小米或其代表,包括但不限于小米为讨论和改进项目所进行的电子邮件列表上的交流、源代码控制系统以及由小米或其代表管理的问题跟踪系统,但不包括由贵方明确标记或以书面形式指定为"非贡献"的交流。

"Contribution" shall mean the code, documentation or other original works of authorship as well as any original work of authorship, including any modifications or additions to an existing work, that is intentionally submitted by you to the Xiaomi for inclusion in, or documentation of, any of the products owned or managed by the Xiaomi (the "Work"). For the purposes of this definition, "Submitted" means any form of electronic, verbal, or written communication sent to the Xiaomi 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 Xiaomi for the purpose of discussing and improving the Project, but excluding communication that is conspicuously marked or otherwise designated in writing by you as "Not a Contribution".

3. "关联公司"系指任何直接或间接被一方控制、与该方受共同控制、或者控制该方的任何法 律实体; "控制"这一用语的含义指通过合同安排或其他方式直接或间接拥有至少百分之五十 (50%)的投票权的公司股票、股权或其它证券,或直接或间接的拥有选举或委派董事会多数 董事,或指示公司管理部门的权力。

"Affiliate" shall mean any legal person or entity who directly or indirectly, owns or Controls, is owned or Controlled by, or is under common Control with, either Party. For purposes of this definition, Control (and with correlative meanings, Controlled by, and under common Control with) shall mean, regarding any legal person or entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such legal person or entity, whether through (i) more than 50% of the shares or ownership interest representing the voting right for the election of directors or persons performing similar functions for such legal person or entity the ownership or voting securities, (ii) by contract or otherwise.

二、**著作权许可授权。**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 "贡献"授予小米和小米所分发软件的接收者永久的、全球性的、非独占的、免费的、免授权 费的、不可撤销、无附加限制的著作权许可,小米和小米所分发软件的接收者可以复制、修 改、开发衍生作品、公开展示、公开表演、再许可和分发贵方的"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 Xiaomi and to recipients of software distributed by the Xiaomi 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、专利权许可授权。基于本协议,贵方特此授予小米及小米所分发的软件的接收者永久的、 全球性的、非独占的、免费的、免授权费的、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让贵方"贡献"及其衍生作 品。该专利许可仅及于贵方有权授予且如不授予则贵方所提交的"贡献"或"贡献"与提交 "贡献"所对应的"作品"的结合将必然构成侵权的专利权利要求。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 直接或间接专利侵权,则贵方根据本协议就该"贡献"或"作品"授予该实体的所有专利许可 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 Xiaomi and to recipients of software distributed by the Xiaomi 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, or derivative works thereof, 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) were 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、贵方保证,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),且贵方有权授予上述许可。

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.

五、贵方保证贵方所有的"贡献"均为贵方的原创作品(为他人提交作品,可参看第7节的规定)。贵方保证贵方提交的"贡献"包括任何第三方许可或其他限制(包括但不限于相关专利、商标和许可协议)的全部细节,只要该等许可或其他限制为贵方个人所知且与贵方提交的"贡献"的任何部分相关。

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.

六、除非贵方自愿,否则贵方无需为贵方"贡献"提供支持服务。即贵方既可以选择不提供支持服务,也可以选择免费或收费提供支持服务。除非适用的法律要求或经书面同意,贵方提供 "贡献"仅是"按照现状"提供,不附带任何明示或默示担保及条件(包括但不限于任何权利 担保、非侵权保证,适销性保证、适用性保证或条件)。

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、如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"进行区分后提交给小米,并根据贵方个人所知标识该部分内容的来源以及任何许可或其他限制的完整细节(包括但不限于相关专利、商标和许可协议)内容,并以显著方式注明"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 Xiaomi 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]".

八、贵方同意,在遇到任何将导致本协议项下承诺不准确的事实或情况时将及时通知小米。

You agree to notify the Xiaomi 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 为在贵方与小米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 Xiaomi.

十、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。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北京市海淀区的法院进行审理,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。

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. Any legal action or proceeding arising under this Agreement will be brought exclusively in the courts located in Haidian Distinct, Beijing, China, and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.

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.

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。

姓名 Name: 签名 Sign: 住址 Address: 电话 Tel: 邮箱 Email:

日期 Date: