openEuler Software License

The openEuler Software License govern the downloading, installation and use of the openEuler Software. By downloading, installing or using this Software, you accept following terms and conditions.

openEuler Software is a collective work comprising of many open source software components and copyrighted by openEuler Community and other authors. The collective work itself is licensed under Mulan PSL v1 license. And each open source software component is licensed under its open source software license stated in the specific open source software file. The openEuler Software License or the Mulan PSL v1 license for the collective work will not supersede the conditions of the open source software component license. In case any conflicts between the openEuler Software License or the Mulan PSL v1 license and the open source software component license, for a specific component, the license of such component will prevail.

The openEuler trademark, logo and other signs (collectively as “openEuler Signs”) belong to openEuler Community. The openEulers Signs are in the openEuler-logos folder. Users are licensed to use the openEuler-logos folder during the normal operation of the unmodified openEuler Software. And Users are also allowed to reproduce and distribute openEuler-logos folder as a part of an unmodified openEuler Software. Users must remove all the openEuler Signs in the openEuler-logos folder before distributing a derivative work of openEuler Software.

openEuler Software is provided without warranties of any kind, either express or implied. In no event shall any contributor or copyright holder be liable to you for any damages, including, but not limited to any direct, or indirect, special or consequential damages arising from your use or inability to use the software or the contribution in it, no matter how it’s caused or based on which legal theory, even if advised of the possibility of such damages.

**Mulan Permissive Software License，Version 1**

Mulan Permissive Software License，Version 1 (Mulan PSL v1)

July 2019 <http://license.coscl.org.cn/MulanPSL>

Your reproduction, use, modification and distribution of the Software shall be subject to Mulan PSL v1 (this License) with following terms and conditions:

**0. Definition**

**Software** means the program and related documents which are comprised of those Contribution and licensed under this License.

**Contributor** means the Individual or Legal Entity who licenses its copyrightable work under this License.

**Legal Entity** means the entity making a Contribution and all its Affiliates.

**Affiliates** means entities that control, or are controlled by, or are under common control with a party to this License, ‘control’ means direct or indirect ownership of at least fifty percent (50%) of the voting power, capital or other securities of controlled or commonly controlled entity.

**Contribution** means the copyrightable work licensed by a particular Contributor under this License.

**1. Grant of Copyright License**

Subject to the terms and conditions of this License, each Contributor hereby grants to you a perpetual, worldwide, royalty-free, non-exclusive, irrevocable copyright license to reproduce, use, modify, or distribute its Contribution, with modification or not.

**2. Grant of Patent License**

Subject to the terms and conditions of this License, each Contributor hereby grants to you a perpetual, worldwide, royalty-free, non-exclusive, irrevocable (except for revocation under this Section) patent license to make, have made, use, offer for sale, sell, import or otherwise transfer its Contribution where such patent license is only limited to the patent claims owned or controlled by such Contributor now or in future which will be necessarily infringed by its Contribution alone, or by combination of the Contribution with the Software to which the Contribution was contributed, excluding of any patent claims solely be infringed by your or others’ modification or other combinations. If you or your Affiliates directly or indirectly (including through an agent, patent licensee or assignee）, institute patent litigation (including a cross claim or counterclaim in a litigation) or other patent enforcement activities against any individual or entity by alleging that the Software or any Contribution in it infringes patents, then any patent license granted to you under this License for the Software shall terminate as of the date such litigation or activity is filed or taken.

**3.** **No Trademark License**

No trademark license is granted to use the trade names, trademarks, service marks, or product names of Contributor, except as required to fulfill notice requirements in section 4.

**4. Distribution Restriction**

You may distribute the Software in any medium with or without modification, whether in source or executable forms, provided that you provide recipients with a copy of this License and retain copyright, patent, trademark and disclaimer statements in the Software.

**5. Disclaimer of Warranty and Limitation of Liability**

The Software and Contribution in it are provided without warranties of any kind, either express or implied. In no event shall any Contributor or copyright holder be liable to you for any damages, including, but not limited to any direct, or indirect, special or consequential damages arising from your use or inability to use the Software or the Contribution in it, no matter how it’s caused or based on which legal theory, even if advised of the possibility of such damages.

**End of the Terms and Conditions**

**How to apply the Mulan Permissive Software License，Version 1 (Mulan PSL v1) to your software**

To apply the Mulan PSL v1 to your work, for easy identification by recipients, you are suggested to complete following three steps:

i Fill in the blanks in following statement, including insert your software name, the year of the first publication of your software, and your name identified as the copyright owner;

ii Create a file named “LICENSE” which contains the whole context of this License in the first directory of your software package;

iii Attach the statement to the appropriate annotated syntax at the beginning of each source file.

Copyright (c) [2019] [name of copyright holder]

[Software Name] is licensed under the **Mulan PSL v1.**
You can use this software according to the terms and conditions of the **Mulan PSL v1.**

You may obtain a copy of **Mulan PSL v1** at:

 <http://license.coscl.org.cn/MulanPSL>

THIS SOFTWARE IS PROVIDED ON AN "AS IS" BASIS, WITHOUT warranties of any kind, either express or implied, including but not limited to non-infringement, merchantability or fit for a particular purpose.

See the **Mulan PSL v1** for more details.

**木兰宽松许可证, 第1版**

**木兰宽松许可证， 第1版**

2019年7月 <http://license.coscl.org.cn/MulanPSL>

您对“软件”的复制，使用，修改及分发受木兰宽松许可证，第1版（“本许可证”）的如下条款的约束：

1. **定义**

**“软件”**是指由“贡献”构成的许可在“本许可证”下的程序和相关文档的集合。

**“贡献者”**是指将受版权法保护的作品许可在“本许可证”下的自然人或“法人实体”。

**“法人实体”**是指提交贡献的机构及其“关联实体”。

**“关联实体”**是指，对“本许可证”下的一方而言，控制、受控制或与其共同受控制的机构，此处的控制是指有受控方或共同受控方至少50%直接或间接的投票权，资金或其他有价证券。

**“贡献”**是指由任一“贡献者”许可在“本许可证”下的受版权法保护的作品。

1. **授予版权许可**

每个“贡献者”根据“本许可证”授予您永久性的、全球性的、免费的、非独占的、不可撤销的版权许可，您可以复制、使用、修改、分发其“贡献”，不论修改与否。

1. **授予专利许可**

每个“贡献者”根据“本许可证”授予您永久性的、全球性的、免费的、非独占的、不可撤销的（根据本条规定撤销除外）专利许可，供您制造、委托制造、使用、许诺销售、销售、进口其“贡献”或以其他方式转移其“贡献”。前述专利许可仅限于“贡献者”现在或将来拥有或控制的其“贡献”本身或其“贡献”与许可“贡献”时的“软件”结合而将必然会侵犯的专利权利要求，不包括仅因您或他人修改“贡献”或其他结合而将必然会侵犯到的专利权利要求。如您或您的“关联实体”直接或间接地（包括通过代理、专利被许可人或受让人），就“软件”或其中的“贡献”对任何人发起专利侵权诉讼（包括反诉或交叉诉讼）或其他专利维权行动，指控其侵犯专利权，则“本许可证”授予您对“软件”的专利许可自您提起诉讼或发起维权行动之日终止。

1. **无商标许可**

“本许可证”不提供对“贡献者”的商品名称、商标、服务标志或产品名称的商标许可，但您为满足第4条规定的声明义务而必须使用除外。

1. **分发限制**

您可以在任何媒介中将“软件”以源程序形式或可执行形式重新分发，不论修改与否，但您必须向接收者提供“本许可证”的副本，并保留“软件”中的版权，商标,专利及免责声明。

1. **免责声明与责任限制**

“软件”及其中的“贡献”在提供时不带任何明示或默示的担保。在任何情况下，“贡献者”或版权所有者不对任何人因使用“软件”或其中的“贡献”而引发的任何直接或间接损失承担责任，不论因何种原因导致或者基于何种法律理论,即使其曾被建议有此种损失的可能性。

**条款结束**

**如何将木兰宽松许可证，第1版，应用到您的软件**

如果您希望将木兰宽松许可证，第1版，应用到您的新软件，为了方便接收者查阅，建议您完成如下三步：

1. 请您补充如下声明中的空白包括软件名，软件的首次发表年份以及您作为版权人的名字；
2. 请您在软件包的一级目录下创建以“LICENSE”为名的文件，将整个许可证文本放入该文件中；

3， 请将如下声明文本放入每个源文件的头部注释中。

Copyright (c) [2019] [name of copyright holder]

[Software Name] is licensed under the **Mulan PSL v1**.
You can use this software according to the terms and conditions of the **Mulan PSL v1.**

You may obtain a copy of **Mulan PSL v1** at:

 <http://license.coscl.org.cn/MulanPSL>

THIS SOFTWARE IS PROVIDED ON AN "AS IS" BASIS, WITHOUT warranties of any kind, either express or implied, including but not limited to non-infringement, merchantability or fit for a particular purpose.

See the **Mulan PSL v1** for more details.