

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6365106

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	EMPLOYMENT CONTRACT
RESUBMIT DOCUMENT ID:	506160205
CONVEYING PARTY DATA	
Name	Execution Date
SHAOXIANG QIU	05/18/2016
RECEIVING PARTY DATA	
Name:	ALIBABA GROUP HOLDING LIMITED
Street Address:	FOURTH FLOOR, ONE CAPITAL PLACE
Internal Address:	P.O. BOX 847
City:	GEORGE TOWN
State/Country:	CAYMAN ISLANDS
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16037809
CORRESPONDENCE DATA	
Fax Number:	(408)973-2595
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	4089732585
Email:	kwhitlow@ip-patent.com
Correspondent Name:	VAN PELT, YI & JAMES LLP
Address Line 1:	10050 N. FOOTHILL BLVD.
Address Line 2:	SUITE 200
Address Line 4:	CUPERTINO, CALIFORNIA 95014
ATTORNEY DOCKET NUMBER:	ALIBP362
NAME OF SUBMITTER:	JIA-NING QU
SIGNATURE:	/Jia-Ning Qu/
DATE SIGNED:	10/23/2020
Total Attachments: 10	
source=Shaoxiang Qiu Employee Agreement#page1.tif	
source=Shaoxiang Qiu Employee Agreement#page2.tif	
source=Shaoxiang Qiu Employee Agreement#page3.tif	
source=Shaoxiang Qiu Employee Agreement#page4.tif	

source=Shaoxiang Qiu Employee Agreement Translated#page1.tif
source=Shaoxiang Qiu Employee Agreement Translated#page2.tif
source=Shaoxiang Qiu Employee Agreement Translated#page3.tif
source=Shaoxiang Qiu Employee Agreement Translated#page4.tif
source=Shaoxiang Qiu Employee Agreement Translated#page5.tif
source=Shaoxiang Qiu Employee Agreement Translated Certificate of Accuracy#page1.tif

Employment Contract

Party A: Entity Name: Alibaba Cloud Computing Co., Ltd.
Legal Representative: Lu Zhaoxi
Address: Block 8, No. 16, Zhuantang Technology and Economic Development Zone,
Xihu District, Hangzhou

Party B: Employee Name: Qiu Shaoxiang
ID Card No.: 330621197510306919
Valid Contact Address: 3-1-601 Tongcheng Impression East, Yuhang District, Hangzhou
Mobile Phone No.: 13958198327
Email Address: 14956732@qq.com

In accordance with the *Labor Law of the People's Republic of China*, the *Labor Contract Law of the People's Republic of China*, and other relevant laws and regulations, Parties A and B, having engaged in equitable consultations, hereby voluntarily conclude this Contract, and promise to jointly comply with the terms and conditions set forth herein.

1. Type and Term of the Employment Contract

This Contract is an employment contract of type 1.1 below.

- 1.1 This Contract is a fixed-term employment contract with a term beginning on June 17, 2016 and ending on June 30, 2019, during which the probation period shall begin on [blank month/day/year] and end on [blank month/day/year] (if the aforementioned probation period is less than six months, Party B agrees that Party A shall be entitled to notify Party B of an extension of the probation period via email; the total probation period after the extension shall not exceed six months). During the probation period, if Party B maintains physical and mental health, proper behavior, complies with various rules and systems formulated by Party A and the Alibaba Group to which Party A belongs, and meets other conditions of employment for the relevant position, upon expiration of the probation period, Party B's status shall convert to that of full-time employee; during the probation period, if Party B fails to meet any of the conditions of employment described above, Party B agrees that Party A shall be entitled to rescind the employment contract.
- 1.2 This Contract is a non-fixed term employment contract, with a term beginning on [blank month/day/year] and ending upon the occurrence of a termination situation recognized in the relevant laws and regulations.
- 1.3 This Contract is an employment contract with a term defined by Party B's completion of certain work, with a term beginning on [blank month/day/year] and ending when Party B completes _____.

2. Job Description and Place of Work

- 2.1 At the time that this Contract is concluded, the Parties agree that Party B shall engage in work as a Senior Technical Expert, and the place of work shall be Hangzhou. As required for the purpose of

its business, Party A may require Party B to travel domestically or abroad on business, or require Party B to work at another location for a certain period of time. The Parties also confirm that during the term of this Contract, Party A shall be entitled to adjust the job description and/or the place of work set forth above based on the needs of Party A and/or Party B's performance. Should Party B object to Party A's adjustments, Party B shall be entitled to raise objections with Party A, but shall comply with Party A's arrangements unless otherwise agreed by Party A.

[Redacted.]

IV. Protection of Intellectual Property

1. While employed by Party A and for a period of one year after termination of employment, all confidential processes and other intangible intellectual property, including ideas, designs, marks, discoveries, inventions, or program improvements proposed, developed, or discovered independently or jointly Party B, and which are related to Party A's business or work or assignments given by Party A, shall be the exclusive property of Party A, and Party B shall disclose and hand over to Party A all such intellectual property, together with all designs, drawings, working documents, electronic files or electronic works, and other materials related to and essential or useful to the ownership and/or use of such intellectual property.
2. At any time, if required, Party B shall cooperate with applications to register patents, trademarks, copyrights, or designs, or other similar steps taken by Party A or persons designated by Party A as the holders of the property rights, to protect such intellectual property, and shall sign all documents and complete all processes required for Party A or Party A's designee to obtain ownership of these patents, trademarks, copyrights, designs, or other intellectual property; Party A shall bear related expenses. Upon acquisition of these ownership rights, Party A or its designee shall be the absolute and sole owner of these rights.
3. Party B shall provide a complete list of all inventions he or she owns as an exhibit to this Agreement, including individual and joint inventions. Inventions completed before the establishment of Party B's employment relationship with Party A, the ownership rights for which belong to Party B, or which Party B is permitted to use within an agreed scope despite the ownership rights belonging to a third party, are generally referred to as "prior inventions." If no items are disclosed in the exhibit, Party B will be deemed to have declared that no prior inventions exist. Throughout the duration of the employment relationship between Party A and Party B, if Party B utilizes a prior invention in Party A's products, services, programs, or mechanical equipment, Party A will thereby naturally acquire non-exclusive, gratis, irrevocable, permanent, global license (including to sublicense use by others via various levels of sublicensing) to produce, revise, use, and sell such prior inventions. Given the foregoing, Party B agrees that without the prior written consent of Party A, Party B shall not use or license others to use prior inventions that have already been utilized in Party A's products or services.
4. Party B shall provide a complete list of all copyrights he or she owns as an exhibit to this Agreement, including individual and joint creations. Works (including drawings and computer software) completed before the establishment of Party B's employment relationship with Party A, the ownership rights for which belong to Party B, or which Party B is permitted to use within an agreed scope despite the ownership rights belonging to a third party, are generally referred to as "prior creations." Throughout the duration of the employment relationship between Party A and Party B, if Party B utilizes a prior creation that is not open source software in Party A's products, services, programs, or mechanical equipment, Party A will thereby naturally acquire non-exclusive, gratis, irrevocable, permanent, global license (including to sublicense use by others via various

levels of sublicensing) to use and revise such prior creations. Give the foregoing, Party B agrees that, without the prior written consent of Party A, Party B shall not use or authorize others to use prior inventions that have already been utilized in Party A's products or services.

5. Throughout the duration of Party B's employment relationship with Party A, Party B confirms that the compensation paid by Party A to Party B shall fully cover all labor expended in invention and implementation, including ideation, creation, development, improvement, and simplification. Party B hereby explicitly waives all statutory rights to priority in applications for patents or trademarks, and any rights to assign inventions or technological products, as well as rights to claim or contest the ownership of all works made for hire.
6. Party B understands and agrees that the rights and obligations set forth in the Intellectual Property Protection clause in Article 3 herein shall remain in force indefinitely, and are not subject to limitations due to termination or rescission of Party B's employment relationship with Party A for any reason (including, but not limited to, expiration of the term of employment, dismissal, and resignation).
7. If Party B violates the intellectual property protection provisions, he or she shall compensate Party A for all losses arising from such violations, including, but not limited to, lost profits, lost goodwill, and lost business opportunities, as well as reasonable expenses to stop and investigate the breach of contract, such as reasonable attorney's fees.

[Redacted.]

Party A (affix seal): [illegible seal]

Party B (signature): Qiu Shaoxiang

Date signed: [blank month/day/year]

Date signed: May 18, 2016

Appendix:

Non-Disclosure and Non-Compete Agreement

[Redacted.]

Appendix 1

To: Alibaba Cloud Computing Co., Ltd. ("the Company")

From: Qiu Shaoxiang

Date: 6/17/2016

Re: Prior inventions and prior creations

1. Except for the inventions, works (including drawings and computer software), improvements, and products set forth in Article 2 below, the following is a complete list of all inventions, works, improvements, and products relevant to the subject matter of my employment by the Company that were created, conceived, or first reduced to practice by me or jointly with others before my employment by the Company:

☒ No inventions, works, improvements, or products

☐ See below:

☐ See attached for additional information

2. Subject to non-disclosure agreements previously signed, I am unable to make disclosures regarding the inventions, works, improvements, and products briefly listed below, and I bear relevant non-disclosure obligations to the persons listed below:

Invention, Work, Improvement, or Product	Parties	Relationship
1.		
2.		
3.		

☐ See attached for additional information

CERTIFICATION OF ACCURACY

I certify, under penalty of perjury under the laws of the United States of America, that we are competent in English and Simplified Chinese, and that the content of the document delivered together with this certification:

Shaoxiang Qiu Employee Agreement_EN

is, to the best of our knowledge and belief, a correct, complete, and accurate translation of the content of the native document provided for translation:

Shaoxiang Qiu Employee Agreement

I further certify that our ISO 9001:2015, ISO 13485:2016, and ISO 17100:2015 certified compliant quality assurance process includes translation by a competent translator as well as review and verification by a second competent translator.

Certification Date: September 5, 2019



Nicole Tang
PROJECT MANAGER
IDEM TRANSLATIONS, INC.

附件一

致：阿里云技术有限公司（简称“公司”）

由：张磊

日期：2016.06.17

关于：在先发明、在先创作

1. 除下述第 2 条所列的发明、作品（包括设计图、计算机软件）、改进技术或产品之外，以下是与本人受聘于公司有关的本人的，在本人受聘于公司之前，由本人或由本人和第三方共同创造、构思和实际应用的发明、作品、改进技术或产品：

☒ 无发明、作品、改进技术或产品
☐ 见下文：

☐ 额外资料见附件

2. 受制于先前签订的保密协议，本人不能于上述第 1 条披露有关以下简要列出的发明、作品、改进技术或产品，本人对下列人士有相关保密义务：

发明、作品、改进技术 协议方 关系
或产品

1.
2.
3

☐ 额外资料见附件

65623
Alibaba Group
阿里巴巴集团

劳动合同



甲方：单位名称：_____阿里云技术有限公司_____
法定代表人：_____陆兆禧_____
地址：_____杭州市西湖区转塘科技经济区块 16 号 8 幢_____
乙方：员工姓名：_____张磊_____
身份证号码：_____330121197510306119_____
有效联系地址：_____杭州余杭区闲林镇闲林村 3-1-601_____
手机号码：_____15958198127_____
电子邮箱：_____1496622699.com_____

根据《中华人民共和国劳动法》、《中华人民共和国劳动合同法》等有关法律法规，甲、乙双方经平等协商，自愿签订本合同，并承诺共同遵守本合同所列条款。

1. 劳动合同类型与期限

本合同为下列第 1.1 种劳动合同。

- 1.1 本合同为固定期限劳动合同，合同有效期为自 2016 年 06 月 17 日起至 2019 年 06 月 30 日止，其中自 2016 年 06 月 17 日起至 2016 年 06 月 30 日止为试用期（如前述试用期不足 6 个月的，乙方同意甲方有权通过电子邮件等方式单方通知乙方延长试用期，试用期延长后总计不超过 6 个月）。试用期内，如乙方身心健康、品行端正、遵守甲方所隶属的阿里巴巴集团及甲方制定的各项规章制度，并符合甲方相关岗位其他录用条件的，试用期满转为正式员工；如乙方在试用期内不符合前述任一录用条件的，乙方同意甲方有权单方解除劳动合同。

- 1.2 本合同为无固定期限劳动合同，合同有效期为自 2016 年 06 月 17 日起至出现有关法律法规认可的终止情形时止。

- 1.3 本合同为以乙方完成一定工作任务为期限的劳动合同，合同有效期为自 2016 年 06 月 17 日起至乙方完成 1 工作任务时止。

2. 工作内容和工作地点

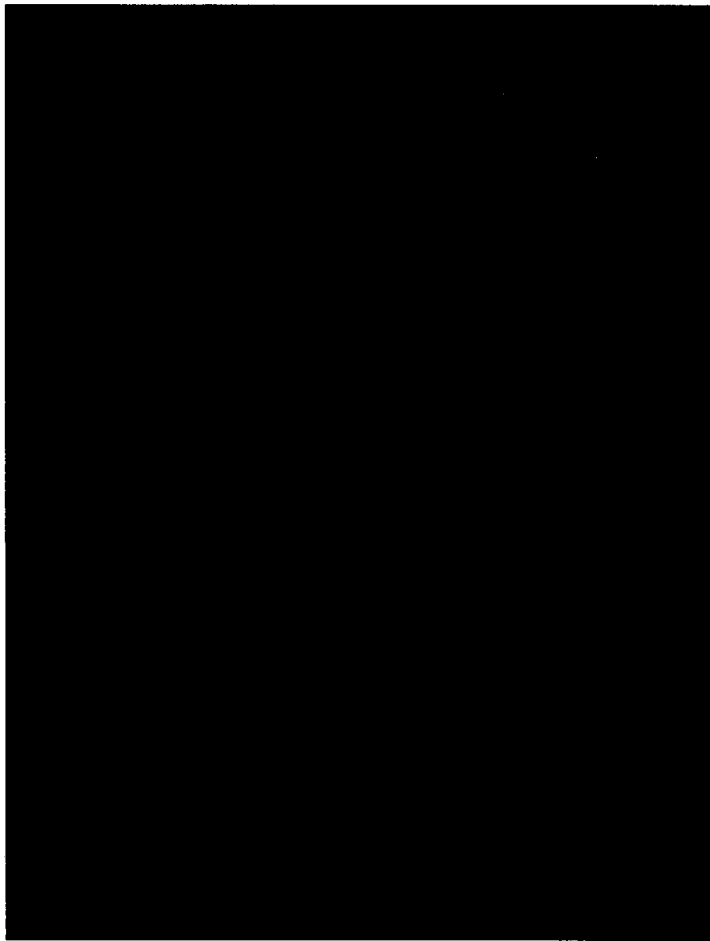
- 2.1 签订本合同时，双方约定乙方从事 高级技术专家 工作，工作地点位于 杭州，根据经营需要，甲方可安排乙方在国内外出差，或安排乙方在一定期限内其他地点工作。双方同时确认，本合同有效期内，甲方有权根据甲方经营需要和/或乙方表现调整上述工作内容和/或工作地点。乙方对甲方的调整有异议的，有权向甲方提出，但在未得到甲方同意之前应先服从甲方的安排。

PATENT

REEL: 054240 FRAME: 0681

四、知识产权保护

1. 在乙方受雇于甲方期间及其离职后一年内,乙方提出的、研制的或发现的与甲方业务或甲方授予的工作或任务有关的,单独或与他人共同完成的设想、设计、标记、发现、发明或程序改进之秘密过程或其他无形资产(简称“知识产权”),应为专属于甲方的财产,乙方应该将此知识产权,连同与拥有和/或使用该等知识产权有关的所有设计、图案、工作文件、电子文件或电子作品和其他材料披露和移交甲方。
2. 任何时候,只要有必要,乙方应配合以甲方或甲方指定人为权利人将专利、商标、版权或设计申请注册或采取其他类似的保护此类知识产权的措施,并且签署所有文件及完成甲方或甲方指定人取得该专利、商标、版权、设计或其他知识产权的所有权所必须的一切事情,费用由甲方承担。在取得这些所有权后,甲方或其指定人为该权利的绝对的和唯一的所有权人。
3. 乙方以本协议附件的形式完整列出其所拥有的全部发明,包括单独发明及与其他人的共同发明。在乙方与甲方建立雇佣劳动关系之前所完成的,所有权归乙方或虽所有权归第三方所有但乙方可在协议范围内进行使用的发明通称为“在先发明”。如果附件中没有披露该等发明,视为乙方申明没有在先发明。如果,在乙方与甲方雇佣关系存续期间,乙方将一项在先发明在甲方的产品、服务、程序或机器设备上进行运用,甲方自然获得非独占的、免费的、不可撤销的、永久的、全球范围内的许可(包括通过不同级别的转授权形式转授权给他人使用)去制作、修改、使用和出售此等在先发明。鉴于前述,乙方同意未经甲方事先书面同意,乙方不将已用于甲方产品或服务的在先发明进行使用,或授权他人使用。
4. 乙方以本协议附件的形式完整列出其所拥有的全部著作权,包括单独创作及与其他人的共同创作。在乙方与甲方建立雇佣劳动关系之前所完成的,所有权归乙方或虽所有权归第三方所有但乙方可在协议范围内进行使用的作品(包括设计图、计算机软件)通称为“在先创作”。如果附件中没有披露该等作品,视为乙方申明没有在先创作。如果,在乙方与甲方雇佣关系存续期间,乙方将一项不属于开源软件的在先创作在甲方的产品、服务、程序或机器设备上进行运用,甲方自然获得非独占的、免费的、不可撤销的、永久的、全球范围内的许可(包括通过不同级别的转授权形式转授权给他人使用)去使用、修改此等在先创作。鉴于前述,乙方同意未经甲方事先书面同意,乙方不将已用于甲方产品或服务的在先创作进行使用,或授权他人使用。
5. 在乙方与甲方雇佣劳动关系存续期间,乙方确认甲方给乙方的报酬中已足额支付了为发明实施所付出的劳动,如提出概念、创作、发展、改进或简化。乙方在此声明放弃全部法定优先申请专利、商标权,或任何发明或技术产品转让权,以及对任何职务作品的权属进行主张或提出异议的权利。
6. 乙方理解并同意,在本协议第三条知识产权保护条款中所约定的权利和义务将无限期地持续有效,而且不受乙方与甲方的雇佣关系因任何原因(包括并不限于聘用期满、解雇、辞职)终止或解除的限制。
7. 乙方如违反知识产权保护的约定,应赔偿由此给甲方造成的全部损失,包括并不限于利润损失、商誉损失、业务机会损失,以及为制止、调查违约行为所支付的合理开支,如合理的律师费等。



甲方(盖章): _____

签订日期: ____年____月____日

乙方(签字): 张强

签订日期: 2016年5月18日

3

附件:

保密及竞业限制协议

