

Wake Word Submission Agreement

唤醒词提交协议

To reduce barriers for community developers to access wake word models, Espressif Systems (Shanghai) Co., Ltd. (“We” or “Us”) provides high-quality, commercially viable wake word models trained via TTS sample methods. Community members may submit wake word requests via comments, which We periodically collect for training models used in various voice-interactive products.

为降低社区开发者获取唤醒词模型的门槛，乐鑫信息科技（上海）股份有限公司（以下简称“我们”或“本公司”）向社区提供经 TTS 样本方法训练的高质量且具商业可行性的唤醒词模型。社区成员可通过留言方式提交唤醒词请求，本公司将定期收集相关请求，并用于训练适配于各类语音交互产品的唤醒词模型。

IMPORTANT: The wake word content is entirely proposed and legally borne by **You**. We provide only neutral technical implementation and do not engage in any creation, review, recommendation, or decision-making related to the wake word content. By submitting a wake word request, **You confirm that You hold full legal rights or have obtained valid authorization from the rights holder.**

重要提示：唤醒词内容均由您独立提出，并由您独立承担全部相关法律责任。本公司仅提供中立的技术实现服务，不参与任何与唤醒词内容相关的创作、审查、推荐或决策。您提交唤醒词请求，即视为您已确认并保证：**您对该唤醒词内容享有完整且合法的权利，或已从合法权利人处获得充分且有效的授权。**

Article 1: Definitions

第一条 定义

1. "**You**" means any individual or entity submitting a wake word request via forum comments, email, or other channels, including community members, developers, and product manufacturers.

1. “**您**”：指通过论坛留言、电子邮件或其他渠道向本公司提交唤醒词请求的任何个人或实体，包括但不限于社区成员、开发者及产品制造商。
2. "**Wake Word**" means the voice command proposed, defined, and configured solely by You to activate the speech recognition service provided by Us. YOU BEAR FULL RESPONSIBILITY FOR THE WAKE WORD CONTENT.
2. “**唤醒词**”：指由您独立提出、定义并配置，用于触发本公司所提供语音识别服务的语音指令。**您应对唤醒词内容承担全部责任。**
3. "**Service**" means the wake word model training, customization, and related speech recognition technical support provided by Us upon Your request, EXCLUDING THE WAKE WORD CONTENT ITSELF.
3. “**服务**”：指本公司在接到您的请求后所提供的唤醒词模型训练、定制及相关语音识别技术支持，**但不包括唤醒词内容本身。**
4. "**Submit**" means the act of delivering a wake word request to Us via forum comments, email, or other communication channels.
4. “**提交**”：指通过论坛留言、电子邮件或其他通信渠道向本公司递交换醒词请求的行为。
5. "**Submission Date**" means the date on which You formally submit a wake word request to Us.
5. “**提交日期**”：指您正式向本公司提交唤醒词请求之日。

Article 2: Scope of Responsibility

第二条 责任范围

1. You WARRANT that the wake word content DOES NOT INFRINGE ANY THIRD-PARTY RIGHTS, including but not limited to trademarks (registered or unregistered), well-known brand names, copyrights, trade secrets, company or product names, domain names, fictional or real character names, or personal names; or violate any applicable laws, regulations, or public morality.

1. **您应确保：**唤醒词内容**不侵犯任何第三方权利**，包括但不限于商标（已注册或未注册）、知名品牌名称、著作权、商业秘密、公司或产品名称、域名、虚构或真实人物姓名，或自然人姓名；且不违反任何可能适用的法律、法规或公序良俗。
2. You SHALL OBTAIN ALL NECESSARY RIGHTS, LICENSES, OR AUTHORIZATIONS if the wake word involves third-party rights.
2. 若唤醒词涉及第三方权利，**您应取得所有必要的权利、许可或授权。**
3. You SHALL BE SOLELY LIABLE for any disputes, claims, lawsuits, or penalties arising from the proposal, definition, use, or promotion of the wake word. WE DISCLAIM ALL LIABILITY in this regard.
3. **您应独立承担**因唤醒词的提出、定义、使用或推广而引起的任何争议、索赔、诉讼或处罚，**本公司对此不承担任何责任。**

Article 3: Indemnification

If any third-party claims, investigations, lawsuits, or penalties arise due to the wake word You propose, define, use, or promote, YOU AGREE TO FULLY INDEMNIFY AND HOLD US HARMLESS against all resulting losses, including but not limited to attorneys' fees, litigation costs, administrative fines, damages, reputational harm, and business losses.

第三条 赔偿责任

如因您提出、定义、使用或推广的唤醒词而引发任何第三方索赔、调查、诉讼或处罚，**您同意对本公司进行充分赔偿并使本公司免受任何损害**，该等损害包括但不限于律师费、诉讼费用、行政罚款、损害赔偿、商誉损失及业务损失。

Article 4: Disclaimer

THE SERVICE AND ANY ASSOCIATED WAKE WORD MODELS ARE

PROVIDED "**AS IS**" WITHOUT WARRANTIES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

Where such disclaimers are not permitted under applicable law, the applicable warranty shall be limited to the shortest duration legally permitted.

第四条 免责声明

本服务及任何相关唤醒词模型均按“原样”提供，不附带任何形式的保证。在法律允许的最大范围内，本公司不承担任何明示、默示或法定保证责任，包括但不限于对适销性、特定用途适用性及不侵权的默示保证。

如适用法律不允许全部或部分免责声明，则相关保证的适用期限应限制在法律所允许的最短期间内。

Article 5: Severability and Enforcement

If any provision of this Agreement is found to be void or unenforceable, it shall be replaced with a valid provision that most closely approximates the intent of the original. The remaining provisions shall remain in full force and effect.

If the disclaimers and limitations of liability under Article 4 and Article 5 cannot be fully enforced under applicable local law, courts shall apply the nearest equivalent rule under local law to achieve the same effect.

第五条 可分割性与执行

如本协议任何条款被认定为无效或不可执行，该条款应由最接近原意的有效条款替代。本协议其余条款继续保持完全效力。

若适用地法律对第四条及本条所述的免责声明及责任限制未能完全认可或无法予以执行，法院应适用当地法律下最接近的等效规则，以实现相同效果。

Article 6: Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the People's Republic of China, excluding its conflict of law rules.

第六条 适用法律

本协议适用中华人民共和国法律并依其进行解释，但不包括其冲突法规则。

Article 7: Miscellaneous

1. This Agreement constitutes the entire agreement between You and Us with respect to Your wake word request and supersedes all prior communications or understandings.
2. You agree to notify Us promptly of any facts or circumstances that may render any part of this Agreement inaccurate or unenforceable.
3. These terms apply notwithstanding the failure of any specific remedy or the essential purpose of the Agreement.

第七条 其他事项

1. 本协议构成您与本公司之间关于唤醒词请求事项的完整协议，取代此前所有相关的书面或口头约定。
2. 您同意及时通知本公司任何可能导致本协议部分内容不准确或无法执行的事实或情况。
3. 即使任何具体救济措施未能实现，或本协议根本目的未能实现，本条款仍然有效且对双方具有约束力。