

Elipsa Auto-Tagging Click-Through Terms and Conditions

Effective Date

September 1, 2025

By clicking “Accept” or by accessing or using the Elipsa Auto-Tagging service (“Service”), you agree to be bound by these Click-Through Terms and Conditions (“Terms”) between you (“Customer,” “you,” or “your”) and Elipsa, Inc. (“Elipsa,” “we,” “our,” or “us”).

If you are entering into this agreement on behalf of an organization, you represent and warrant that you have the authority to bind such organization to these Terms.

1. License and Access Rights

1.1 Grant of License

Elipsa grants you a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Service solely for (a) your internal business operations and (b) delivery of services to your customers, subject to these Terms and timely payment of applicable fees.

1.2 Free Trial

Elipsa may, at its discretion, offer a free trial period (“Trial”) for evaluation purposes. The Trial duration, scope, and usage limits will be defined by Elipsa and communicated separately. During the Trial, the Service is provided AS-IS with no warranties, and Elipsa may terminate or modify Trial access at any time.

1.3 Pricing and Fees

Following any Trial period, your continued use of the Service constitutes acceptance of the then-current pricing and payment terms as separately presented by Elipsa.

1.4 Restrictions

You may not:

- Reverse engineer, decompile, or disassemble the Service
- Use the Service to develop or enhance a competing product
- Circumvent security or technical limitations
- Use the Service in violation of applicable laws or rights of others

2. Ownership and Intellectual Property

2.1 Elipsa IP

All rights, title, and interest in the Service—including software, machine learning models, schemas, and documentation—remain the exclusive property of Elipsa.

2.2 Customer Data

You retain ownership of Customer Data. You grant Elipsa a license to process such data solely to provide and improve the Service.

2.3 Derived Data and Feedback

Elipsa may create anonymized, aggregated data and owns all rights to it. Feedback may be used without restriction.

2.4 Tagged Output

You receive a perpetual, royalty-free license to use Tagged Data internally and within your customer projects. You may not resell or sublicense Tagged Data as a standalone product without written consent from Elipsa.

3. Service Availability and Modifications

Elipsa will use commercially reasonable efforts to ensure Service uptime but does not guarantee uninterrupted access. We may modify the Service, provided functionality is not materially degraded, with advance notice where feasible.

4. Confidentiality

Each party agrees to protect the other's confidential information using reasonable care and not disclose it except as required by law.

5. Disclaimers and Limitation of Liability

5.1 Disclaimer

THE SERVICE (INCLUDING TRIALS) IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND.

5.2 Limitation of Liability

Elipsa's total liability is limited to fees paid in the 12 months preceding the claim. No liability for indirect, incidental, or consequential damages.

6. Term and Termination

Either party may terminate for material breach not cured within 10 days of notice. Upon termination, your right to use the Service ends, but rights to previously generated Tagged Data remain.

7. General Terms

Governing Law: Massachusetts law governs these Terms.

Entire Agreement: These Terms and separately presented pricing constitute the entire agreement.

Severability: Invalid provisions do not affect the remainder.

No Waiver: Failure to enforce is not a waiver.

Assignment: You may not assign without consent; Elipsa may assign as part of a merger or sale.

Audit Rights: Elipsa may audit your use once per year (or more if non-compliance suspected).

Contact

Questions? Email legal@elipsa.ai

By clicking "Accept," you confirm that you have read, understood, and agreed to these Terms, including acceptance of Elipsa's separately presented pricing.