



eTlipse
elements
Xpress

TL Elements Xpress – Building Tool for Revit®

END USER LICENSE AGREEMENT

August 11, 2022

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1. Introduction

- 1.1. This *End User License Agreement* defines terms and conditions upon which *eTLipse Computação, Engenharia e Responsabilidade Social Ltda.* is willing to license the *eTLipse Elements Xpress - Building Tool for Revit®* software to you as the end-user, regardless of whether the software is directly provided by eTLipse or an authorized distributor.
- 1.2. The acceptance of this Agreement legally binds you to its terms and conditions. So, you should read this document carefully before accepting them.

2. Acceptance of this Agreement

- 2.1. By checking the option "I accept the terms in the License Agreement" during the *eTLipse Elements Xpress - Building Tool for Revit®* installation process or by installing, accessing or using the product and its services by any means, you:
 - a) confirm that you are an authorized user of *eTLipse Elements Xpress - Building Tool for Revit®* and that your installation of the software is legal and permitted under this Agreement;
 - b) acknowledge that you have read and understand this Agreement;
 - c) agree to be bound by the current terms of this Agreement and as updated from time to time.
- 2.2. Without the acceptance of this Agreement, you are not entitled to install or use *eTLipse Elements Xpress - Building Tool for Revit®*.

3. General Definitions

- 3.1. Unless otherwise explicitly stated herein, the following terms will have the meanings ascribed to them below:
- 3.2. **Agreement** means this *End User License Agreement*, the present document;
- 3.3. **TL Xpress** or **Product** means the *eTLipse Elements Xpress - Building Tool for Revit®* add-in software, the computer program for which this Agreement is provided;
- 3.4. **eTLipse** means *eTLipse Computação, Engenharia e Responsabilidade Social Ltda.*, the company that develops and grants license for the use of TL Xpress and its related services;
- 3.5. **You** means the entity acquiring the product or accepting the terms and conditions of this Agreement as a contractual end-user, being you a physical person, a legal entity/organization, or any permitted assignee or successor in title.
- 3.6. **User(s)** means the individual(s) that install(s) and/or use(s) any of the available versions of TL Xpress;
- 3.7. **Data Protection Legislation** means the set of general rules and principles of privacy and personal data protection that are common to laws, directives and regulations about general data protection around the world;

- 3.8. **Documentation** means all the guides, tutorials, policies and agreements relating to TL Xpress and its features, provided in text by eTLipse to the user, as updated from time to time;
- 3.9. **App Store** means the *Autodesk® App Store* website and service, by which the user can download the installer for the product;
- 3.10. **Host Application** means the *Autodesk® Revit®* application, the main software that hosts the execution of TL Xpress, which is an add-in tool to expand multiple functionalities of the former;
- 3.11. **API** means *Application Programming Interface*, which is basically a set of code libraries provided by the developer of an application so that other applications may communicate and perform processes with it;
- 3.12. **Official e-mail** means the official eTLipse e-mail for customer service and information: info@etlipse.com;
- 3.13. **Official website** means the official eTLipse website: <https://www.etlipse.com>;
- 3.14. **Official guides page** means the webpage with the official eTLipse guides at the official website: <https://www.etlipse.com/guides>.

4. Grant of License

- 4.1. TL Xpress offers a free license. In order to officially download its installer, you must have an account at the App Store.
- 4.2. Internet connection is required for the access to the App Store and the official guides provided by eTLipse as part of the Documentation. These guides are necessary to fully understand how the features of the product work and what limitations are expected. They can be download at the official guides page.
- 4.3. Subject to the terms and conditions of this Agreement, eTLipse grants you a limited, non-exclusive, non-transferable, fully revocable worldwide license to allow you to use TL Xpress only as a final product, solely for internal use as it relates to your operations. No right to sublicense is granted.
- 4.4. The product may be installed and used free of charge and no authentication or authorization process is required to use it.
- 4.5. TL Xpress may be executed only on such hardware which meets the required technical parameters for the running version of the Host Application.
- 4.6. TL Xpress requires *Microsoft® Windows® 10* or *Windows® 11* as operational system and one of the following *Autodesk® Revit®* versions as Host Application: *2019, 2020, 2021, 2022* or *2023*.
- 4.7. You shall not:
 - a) use the product and its related services except to the extent permitted in this Agreement;

- b) adapt, translate, decipher, decompile, reverse engineer, disassemble, modify or by any means alternate or create any derivative work of any part of TL Xpress as a software; or
 - c) market, sublicense, publish, distribute, reproduce, copy, assign, transfer, rent, lease or loan TL Xpress as a product.
- 4.8. eTLipse may, without notice, modify or discontinue, temporarily or permanently, TL Xpress or any portion thereof.

5. Ownership

- 5.1. TL Xpress, its trademark, assets and intellectual content, including any and all updates and any authorized copies thereof, are the intellectual property of eTLipse, except where its assets and source code use resources from the Host Application and intellectual property from Autodesk® and authorized licensors (that is the case for the Autodesk® Revit® API libraries, which are a necessary component for any add-in tool for Autodesk® Revit®).
- 5.2. TL Xpress and its intellectual content are protected by copyright law (including the copyright laws of Brazil and other countries) and by international treaty provisions.
- 5.3. You acknowledge that TL Xpress is provided under license, and not sold, to you. You do not acquire any partial or integral ownership over TL Xpress under this Agreement, or any other rights other than to use the product in accordance with the license granted under this Agreement, subject to all terms, conditions and restrictions. eTLipse reserves and shall retain its entire right, title, and interest in and to the product and all intellectual property rights arising out of or relating to it, subject to the license expressly granted to you in this Agreement. You shall safeguard all acquired copies of this software from infringement, misappropriation, theft, misuse or unauthorized access. You agree to keep confidential and use your best efforts to prevent and protect the contents and output of the product from unauthorized disclosure.

6. Product Features

- 6.1. As a product, TL Xpress is a tool to perform the automatic building of Architecture models out of rooms, separation lines and user preferences; automatic application of wall finishes and insertion of frames; optional and automatic join of wall, floor and ceiling elements; optional and automatic creation of wall parts. Basically, it is a way to run a streamlined single execution of several commands of the TL Elements application (another eTLipse's tool, acquired by subscription). In the user interface of TL Xpress, the user has access to 2 (two) subsidiary tools: TL General Menus and TL List. Also, the user interface in the main window of TL Xpress provides helpful tooltips with descriptions of features that you may invoke by hovering your mouse over the buttons of the application. You should carefully read the content on these tooltips, since it is the most immediate explanation available about the possibilities and limitations for specific features.
- 6.2. For legal purposes, the features and limitations of TL Xpress are defined not only by the descriptions provided in this Agreement, but also by the already mentioned tooltips of the

application and the official *TL Xpress*, *TL Generic Menus* and *TL List* guides, which are more specific and detailed documents, that can be freely downloaded at the official guides page (no subscription needed). So, by accepting the terms and condition of this Agreement, you confirm that you are aware of the features and limitations of the product as described in the updated content of its freely accessible Documentation as well.

7. Product Limitations

- 7.1. As stated in previous paragraphs, the use of TL Xpress features is subject to certain limitations. Aside from the specific ones described in the official guides for the product, there are general limitations that every user should be aware of.
- 7.2. TL Xpress is, in essence, an automation tool for the Host Application, therefore, all operations performed by its features consist in the execution of multiple native operations (that could be manually done in the Host Application in a long and repetitive process) at once and in an organized workflow, controlled via user interface. So, the product will not perform any operation that is not allowed or available to be manually done in the Host Application. TL Xpress allows the user to use the existing native features in a highly more productive way. It does not create new ones.
- 7.3. The Host Application has a variety of rules for visualization, selection and manipulation of its model elements. TL Xpress will not work properly if the intended operation involves the selection/visualization/modification/deletion of elements that cannot be selected/visualized/modified/deleted in the active Host view due to an eventual setting of filter, phase or view template.
- 7.4. TL Xpress works with the project template currently used by the user. This means that every list of materials, family types, parameters and categories in the application will expose data from items currently loaded in the open *Revit®* project. Projects with excessive amounts of parameters and loaded resources will cause slower performances by the product. Projects with fewer parameters and loaded resources will provide faster performances, on the other hand. So, it is very important to use wise, optimized and well-planned project templates and families.
- 7.5. Some categories of elements in the Host Application present subclassifications that are not supported by the features of TL Xpress. One example are the elements of *Curtain Wall*. Although they are in the *Walls* category, they are not supported by TL Xpress features that applies finish layers and additional walls as finishes to existing walls, since this process only makes sense to *Basic Walls*.
- 7.6. The use of elements with complex and organic geometry (like curved and slanted walls, components resulted by the use of the *Mass* tool and complex or curved roofs, ceilings and floors) may return unexpected results or errors, since the API of the Host Application provides less consistent tools to handle their geometry. TL Xpress is an automation tool to replace repetitive and basic processes primarily operating with basic components. The handling of more complex elements in projects is not directly in its scope.
- 7.7. TL Xpress is developed to work with the proper and expected use of categories in the Host Application. Elements that are modelled *in loco*, as well as elements modelled as a "work-

- around" in a different category (like ceilings and benches modelled with the *Floor* tool) will probably present unexpected results or errors if used in processes of the product.
- 7.8. The use of elements with modifications in different phases may result in errors due to limitations and impossibility of alteration of elements with their geometries being locked by multiple phases of the project (very common in walls with nested elements). In some cases, the retrieval/operation will be done with a simple warning of the Host Application, but in other cases, the operations may have to be cancelled due to the mentioned limitations.
 - 7.9. The specific feature for ceilings creation is only available for post-2021 *Revit*® versions due to limitations in the *Revit*® API for previous versions.
 - 7.10. Regarding the specific feature for floors creation, in pre-2022 *Revit*® versions, any opening in a created floor will be executed by placing an actual *Opening* (a *Revit*® native feature) on such floor. In *Revit*® 2022 and following versions, each opening is executed by a sketch inside the floor outline, just like manually done.
 - 7.11. The frame insertion feature in will work properly with door/window families with insertion points at the center of the family and aligned to the host level, otherwise, the parameters of elevation and horizontal offset may cause unexpected frame insertions.
 - 7.12. The keyboard shortcuts used by TL Xpress may need sometimes that the user click the TL Xpress interface to properly work. This happens because the product is an add-in tool, working under the allowance of the processes of the main Host Application, which is the priority for this type of event.

8. Warranty Disclaimer

- 8.1. You use the software at your own risk. The product is provided "as is" and "as available", with no further warranty and with exclusions of the statutory liability for defects to the widest extent permitted by the applicable law. Neither eTLipse nor the product distributors make any other warranties in relation to the product or the documentation, express or implied, statutory or otherwise, including but not limited to warranties of merchantability, title, fitness for a particular purpose or non-infringement, satisfactory quality, non-interference, the accuracy of informational content or arising from a course of dealing, law, usage, or trade practice.
- 8.2. eTLipse does not guarantee any specific results from the use of the product. eTLipse makes no warranty that the software will be uninterrupted, free of viruses or other harmful code, timely, secure, or error-free. Rendering of any support services or technical or other advice or service by eTLipse, its dealers, distributors, agents or employees, or any third-party, shall not create a warranty or in any way increase the scope of this warranty and you may not rely upon such service, information or advice.

9. Limitation of Liability

- 9.1. To the full extent allowed by law, eTLipse disclaims and excludes for itself and its distributors any liability, whether based in contract, tort (including negligence and strict liability), or otherwise, for incidental, consequential, indirect, special, or punitive damages of any kind or

for loss of revenue or profits, loss of business, loss of information or data, or other loss arising out of or in connection with the sale, installation, maintenance, use, performance, failure, or interruption of TL Xpress, even if eTLipse or its distributors have been advised of the possibility of such damages.

10. Use of Personal Data

10.1. eTLipse's Privacy Policy for TL Xpress is published and can be accessed at any time via *Help* menu in the application or at the official web page:

<https://www.etlipse.com/tlxcpress-documentation>.

10.2. Where your consent with processing of personal data is required by Data Protection Legislation, you shall be asked for such consent separately. This Agreement itself and its acceptance by you does not constitute or replace your consent with the processing of any personal data.

11. Confidentiality

11.1. You, and all authorized users by extent, agree that during and after the existence of this Agreement it will hold in strictest confidence and will not use for any purpose unrelated to its performance of this Agreement or disclose to any third party, any confidential information or intellectual property of eTLipse. The restrictions on disclosure imposed by this paragraph shall not apply to information that is required by law or order of a court, administrative agency or other governmental body, provided that in each such case you provide eTLipse with prompt notice of such order or requirement and reasonably assists eTLipse in obtaining a protective order or other appropriate relief.

12. Assignment

12.1. You may not assign or transfer your rights under this Agreement. Any purported assignment or transfer in violation of this paragraph is void.

12.2. eTLipse may, without consent, assign this Agreement to an entity merging with, consolidating with, or purchasing substantially all assets or means of production related to the product, provided that the assignee shall assume all rights and obligations under this Agreement.

13. Jurisdiction

13.1. Each party agrees to negotiate in good faith to resolve any dispute regarding this Agreement and the legal use of the product.

13.2. If the negotiations do not resolve the dispute to the reasonable satisfaction of both parties, any dispute, claim, or controversy arising out of or relating in any way to this Agreement and the legal use of the product shall be finally resolved by courts or arbitral bodies. In this

respect, and provided that such choice of jurisdiction is allowed by the applicable law, you agree that the disputes will be settled by the relevant court with the jurisdiction over the place where the seat of eTLipse is or will be located.

14. Changes to this Agreement

- 14.1. eTLipse reserves the right to update and change the terms of this Agreement and all changes are effective upon their publication or delivery.
- 14.2. By accepting this Agreement, you further acknowledge and expressly agree that the TL Xpress updates may not be provided to you without the approval of the new Agreement terms, which is performed by checking the option "I accept the terms in the License Agreement" during the installation/update process or by installing, accessing or using the updated version of the product and its services by any means.
- 14.3. Notwithstanding the above, eTLipse is entitled to amend the terms of this Agreement or to add new provisions thereto if, according to the opinion of eTLipse, in its sole discretion, a need for such changes or amendments arises. For the avoidance of doubt, a need for changes or amendments shall arise, where it is necessary to add new rights and obligations or change or adjust the wording of certain rights and obligations of parties in connection with:
 - a) a change in legislation;
 - b) a change of available technologies, or
 - c) a change of eTLipse's business policy.

15. Final Provisions

- 15.1. This Agreement and all terms and conditions stated therein supersede all license terms included in any prior agreements between you and eTLipse pertaining to current or prior versions of TL Xpress. Any terms or conditions in any such prior agreements, currently in force and effect, which are inconsistent with the terms or conditions of this Agreement are hereby specifically agreed to be modified and conformed to this Agreement.
- 15.2. If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute any invalid or unenforceable provision referred to above with a valid or enforceable provision which achieves the greatest possible extent of the economic, legal, and commercial objectives of the invalid or unenforceable provision. If the parties are unable to agree upon substitute provision(s) referred to above, and the invalid or unenforceable provision(s) deprive(s) either party from a substantial benefit originally envisaged by it, the affected party has the right to immediately terminate this Agreement by *e-mail*/notice.

15.3. A freely accessible version of this Agreement can be accessed at any time at the official web page: <https://www.etlipse.com/tlpress-documentation>

15.4. For any questions concerning this Agreement, you may visit eTlipse's [official website](#) or make contact by the [official e-mail](#).

This version of the Agreement is valid since August 11, 2022.

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